



**RETURN BIDS TO:**

[IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca](mailto:IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca)

**Attn: Matthew Johnson**

**FOR ELECTRONIC BIDS:**

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

**IMPORTANT NOTICE TO SUPPLIERS**

The Government Electronic Tendering Service on [buyandsell.gc.ca/tenders](http://buyandsell.gc.ca/tenders) will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

**REQUEST FOR PROPOSAL**

**Proposal To: Citizenship and Immigration Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Instructions : See Herein**  
**Instructions: Voir aux présentes**  
**Issuing Office – Bureau de distribution**  
**Citizenship and Immigration Canada**  
**Procurement and Contracting Services**  
**70 Crémazie**  
**Gatineau, Québec K1A 1L1**

<b>Title – Sujet</b>	
<b>Maintenance of Microfilming Equipment</b>	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
<b>CIC-149338(b)</b>	<b>October 24,2018</b>
<b>Solicitation Closes – L'invitation prend fin at – à 2PM</b>	<b>Time Zone Fuseau horaire</b>
<b>on – December 4, 2018</b>	<b>EST</b>
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine: <input type="checkbox"/></b>	<b>Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/></b>
<b>Address Inquiries to: - Adresser toutes questions à :</b>	
<a href="mailto:IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca">IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca</a>	
<b>Telephone No. – N° de téléphone :</b>	
<b>873-408-0512</b>	
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b>	
See Herein	
<b>Delivery required - Livraison exigée</b>	
<b>See Herein</b>	
<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b>	
<b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<b>(type or print)/ (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts plus attachments as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### **1.2 Summary**

**1.2.1** Citizenship and Immigration Canada has a requirement for a service contract incorporating both preventative maintenance visits and service calls, to maintain current microfilming equipment. The preventative maintenance will be required twice a year, six months apart and unlimited service calls on an as needed basis, as per Statement of Work Annex "D".

#### **1.2.2 Contract**

The initial contract will go from contract award to August 31, 2019, with three additional (1) one year option periods.

#### **1.2.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

### **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 fifteen (15) working days of receipt of the



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

#### **1.4 Mandatory Requirements**

Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the CIC Website at <http://www.cic.gc.ca/english/transparency/index.asp>

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

**Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.**

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (3) three calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Nova Scotia.

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

## 2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.



### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I:      Technical Bid (1 electronic copy via email)
- Section II:     Financial Bid (1 electronic copy via email)
- Section III:    Certifications (1 electronic copy via email)

**Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.**

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

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

- (a) use a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

#### **Section I:      Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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.

#### **Section II:     Financial Bid**

Bidders must submit their financial bid in accordance with Appendix “E”, Basis of Payment. The total amount of applicable taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid:

1. Their legal name;
2. Their [Business Number](#) (BN); and



3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
  - a) their bid; and
  - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed per diem rates or firm prices must be in Canadian dollars.

The Bidder's firm rates in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, parts, labour and administration related to non-local travel expenses. Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in Appendix "E", Basis of Payment.

### **Section III:    Certifications**

Bidders must submit the required certifications and additional information required under Part 5.

#### **3.2    SACC Manual Clauses**

##### **C3011T (2010-01-11) - Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder’s proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Item	Mandatory Technical Criterion	Required Supporting Information
M1	The proposed resource must have experience within the last five years troubleshooting and performing preventative maintenance on All of the devices and software listed in Annex “E” or equivalent.	<p>The bidder must demonstrate the experience by providing two troubleshooting work summaries and two preventative maintenance work summaries that contain at a minimum:</p> <ul style="list-style-type: none"> <li>- The date the work was performed</li> <li>- Tasks completed</li> <li>- Service time taken to complete the tasks</li> </ul> <p>The bidder must provide one (1) reference. Including the following:</p> <ul style="list-style-type: none"> <li>- Full name of contact</li> <li>- Title</li> <li>- Telephone number</li> </ul> <p>Note: IRCC reserves the right to contact the references to validate the Bidder’s experience. If the information provided by a reference differs from the information provided by the Bidder, the information provided by the reference will prevail and may render the Bidder non-compliant.</p>



For each project summary provided, Bidders are required to provide specific dates (month and year) of experience as well as the total duration of project (number of months). The month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

#### **4.1.2 Financial Evaluation**

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, Basis of Payment, Appendix “E” will be used. The Bidder must provide all-inclusive rate for a service contract encompassing two (2) preventative maintenance visits and unlimited service calls. The maintenance services being proposed must be in accordance with the bid solicitation, for the initial contract period and subsequent option periods.

The volumetric data included in the pricing schedule detailed in Appendix “E”, Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

The “TOTAL EVALUATED PRICE” in Annex “E”, Basis of Payment, excluding taxes, will be used to determine the financial evaluation score.

#### **4.1.3 Formulas in Pricing Schedule**

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Lowest Evaluated Price**

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 found in Appendix “E”, Basis of Payment table under “**TOTAL EVALUATED PRICE**” will be recommended for award of contract.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a Contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>), to be given further consideration in the procurement process.



### **5.2.3 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

### **5.2.4 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### **5.2.5 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



## PART 6 - RESULTING CONTRACT CLAUSES

### APPENDIX “A”, GENERAL TERMS AND CONDITIONS

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

#### **A1. Standard Acquisition Clauses and Conditions Manual**

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

**A1.1** An electronic version of the SACC Manual is available on the Buy and Sell Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

**A1.2** An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the CIC Website: <http://www.cic.gc.ca/english/transparency/index.asp>

#### **A2. Terms and Conditions of the Contract**

**A2.1** The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

#### **A3. Standard Instructions and Conditions**

**A3.1** The conditions set out in the [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

#### **A4. General Conditions**

**A4.1** General Conditions [CIC-GC-001 \(2016-05-26\)](#), Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



## **APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS**

### **B1. Priority of Documents**

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

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payments
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Vendor Information and Authorization Form
- h) the Contractor's proposal dated \_\_\_\_\_(TBD)

### **B2. Security Requirement**

There are no security requirements associated with this requirement.

### **B3. Period of Contract**

The period of the Contract is from date of contract award to August 31, 2019

#### **B3.1 Option to Extend the Contract**

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to (3) three periods of one (1) year, under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least (30) thirty calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **B4. Termination on Thirty (30) Days Notice**

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

### **B5. Certifications / Compliance and Additional Information**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the



Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **B6. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **B7. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".

## **B8. Authorities**

### **Contracting Authority**

The Contracting Authority for the Contract is:

**<The Contracting Authority for the Contract is to be identified at Contract award>**

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.

### **Project Authority**

The Project Authority for the Contract is:

**<The Project Authority for the Contract is to be identified at Contract award>**

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



## APPENDIX "C", TERMS OF PAYMENT

### C1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm price for a service contract, including the cost of two scheduled preventative maintenance visits and unlimited service calls as specified in Appendix "E" for a cost of \$ (Insert at contract award). Customs duties are included and applicable taxes are extra.

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

### C2. Method of Payment

Canada will pay the Contractor a firm all-inclusive price for a service contract, including two preventative maintenance visits and unlimited service calls, in accordance with the payment provisions of the contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

### C3. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$\_\_\_\_\_ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

### C4. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
  - b) a copy of the release document and any other documents as specified in the Contract;
  - c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d) a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a) The original and one (1) copy must be forwarded to the following address for certification and payment.



Name: (contract award)  
E-mail: (contract award)

- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **C5. Travel and Living Expenses**

“Canada will not accept any travel and living expenses for:

- a) Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;
- b) Any travel between the Contractor’s place of business and the NCR; and
- c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm price for professional fees specified above.”



## APPENDIX “D”, STATEMENT OF WORK

### 1.0 TITLE

Maintain and service digital microfilm writers, scanners and viewers.

### 2.0 OBJECTIVE

To provide service and maintenance to equipment used to make microfilm copies of Citizenship files.

### 3.0 BACKGROUND

Case Processing Centre Sydney processes applications for grants and proof of citizenship. All the paper files are microfilmed and the paper copies are destroyed. IRCC house these microfilm reels in Sydney, NS, and the film is viewed daily. IRCC requires maintenance and service to keep up with the demand.

### 4.0 SCOPE

To provide Case Processing Centre Sydney with the service support to maintain the archiving equipment.

### 5.0 TASKS

The contractor will provide maintenance and support for the following devices and software updates;

To provide maintenance and service for two Kodak Digital Microfilm Writers, Model i9620, including i9620 writer, i9620 enabling kit, i9620 application software and two 100' smart film cassettes for each writer.

To provide maintenance and support for three Kodak i4600 scanners

To provide maintenance and service support for ten ST Viewscan II microfilm viewers.

To provide maintenance and support for Kodak Capture Pro Software Type “E” for Kodak i4600

The contractor must provide preventative maintenance two (2) times a year, six months apart, at 5 and 11 months.

The contractor must also provide onsite response at 49 Dorchester Street, Sydney Nova Scotia B1P 6V6, within 48 hours of a service call.



## APPENDIX “E”, BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix “E”. If there are any fees associated with beginning a new service contract or extending one that has had a lapse in service, please include that cost in the pricing below. Furthermore, a zero may be placed in columns A and B if you wish to present one all-inclusive cost for service contract, in column C.

The Bidder must complete this pricing schedule and include it in its financial bid. Other than completing required section(s) in the pricing table below, the bidder must not make any other changes or alternations. By doing so will render the bidder’s response non-compliant and will be eliminated from the competition.

<b>TABLE A1 – INITIAL CONTRACT PERIOD FOR SERVICE AGREEMENT</b>			
<b>From contract award - to August 31, 2019</b>			
<b>Item</b>	<b>*(A) All-inclusive cost for service agreement (2 Preventative Maintenance visits)</b>	<b>(B) All-inclusive cost for unlimited service calls</b>	<b>(C) Total Cost of the service agreement (A+B=C)</b>
Two Microfilm Writers i9620	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Three Kodak i4600 Scanners	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
One Kodak Capture Pro Software Type “E”	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Ten ST ViewScan II Readers	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
<b>Total= Sum of Colum C</b>			\$To be provided by Bidder

<b>TABLE A2 – FIRST OPTION PERIOD FOR SERVICE AGREEMENT</b>			
<b>September 1<sup>st</sup>, 2019 - to August 31, 2020</b>			
<b>Item</b>	<b>*(A) All-inclusive cost for service agreement (2 Preventative Maintenance visits)</b>	<b>(B) All-inclusive cost for unlimited service calls</b>	<b>(C) Total Cost of the service agreement (A+B=C)</b>
Two Microfilm Writers i9620	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Three Kodak i4600 Scanners	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
One Kodak Capture Pro Software Type “E”	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Ten ST ViewScan II	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder



Readers	Bidder	Bidder	Bidder
<b>Total= Sum of Colum C</b>			\$To be provided by Bidder

<b>TABLE A3 – SECOND OPTION PERIOD FOR SERVICE AGREEMENT</b>			
<b>September 1<sup>st</sup>, 2020- August 31, 2021</b>			
Item	*(A) All-inclusive cost for service agreement (2 Preventative Maintenance visits)	(B) All-inclusive cost for unlimited service calls	(C) Total Cost of the service agreement (A+B=C)
Two Microfilm Writers i9620	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Three Kodak i4600 Scanners	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
One Kodak Capture Pro Software Type “E”	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Ten ST ViewScan II Readers	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
<b>Total= Sum of Colum C</b>			\$To be provided by Bidder

<b>TABLE A4 – THIRD OPTION PERIOD FOR SERVICE AGREEMENT</b>			
<b>September 1<sup>st</sup>, 2021- August 31, 2022</b>			
Item	*(A) All-inclusive cost for service agreement (2 Preventative Maintenance visits)	(B) All-inclusive cost for unlimited service calls	(C) Total Cost of the service agreement (A+B=C)
Two Microfilm Writers i9620	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Three Kodak i4600 Scanners	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
One Kodak Capture Pro Software Type “E”	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
Ten ST ViewScan II Readers	\$To be provided by Bidder	\$To be provided by Bidder	\$To be provided by Bidder
<b>Total= Sum of Colum C</b>			\$To be provided by Bidder

\*The prices given will be all inclusive for the general maintenance and service calls, covering parts, labor and travel.

**TOTAL EVALUATED PRICE Table:**

<b>TOTAL EVALUATED PRICE= A1+A2+A3+A4 (excluding taxes)</b>	\$To be provided by Bidder
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## APPENDIX “F”, VENDOR INFORMATION AND AUTHORIZATION FORM

### Vendor Name and Address

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### Legal Status (incorporated, registered, etc.)

- Individual (Sole proprietor)
- Privately owned corporation
- Joint Venture or Corporate entity
- Other (specify):

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### GST or HST Registration Number and Business Number (Revenue Canada)

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**Name and Title of Person authorized to sign on behalf of Vendor**

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Central Point of Contact**

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

**Name and Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Email** \_\_\_\_\_

Each proposal must include a copy of this page properly completed and signed.