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COURRIEL À:**

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 Acquisitions et relations avec les fournisseurs
 Services partagés Canada
 427, rue Laurier Ouest, 3-055,
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**REQUEST FOR PROPOSAL/ DEMANDE
DE PROPOSITION**

Proposal To: Shared Services Canada

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

Proposition aux: Services partagés Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Comments - Commentaires

Issuing Office – Bureau de distribution

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Title – Sujet IN CAR PRINTERS FOR THE ROYAL CANADIAN MOUNTED POLICE	
Solicitation No. – N° de l’invitation RFP 2BP877087	Date April 30, 2019
Client Reference No. – N° référence du client 201904932	
File No. – N° de dossier 2BP877087	
Solicitation Closes – L’invitation prend fin at – à 2:00 PM on – le May 7, 2019	Time Zone Fuseau horaire Eastern Daylight Time (EDT) / Heure avancée de l’Est (HAE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Nina Caldwell	
Telephone No. – N° de téléphone : 613-882-8328	FAX No. – N° de FAX Not applicable
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : Royal Canadian Mounted Police Please refer to Annex D – Delivery Locations	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l’entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
Signature	Date

**BID SOLICITATION
IN CAR PRINTERS FOR SHARED SERVICES CANADA
ON BEHALF OF THE ROYAL CANADIAN MOUNTED POLICE**

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PART 1 GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- ANNEX A STATEMENT OF WORK
- ANNEX B BASIS OF PAYMENT
- ANNEX C EVALUATION CRITERIA & METHOD OF SELECTION
- ANNEX D LIST OF DELIVERY LOCATIONS
- ANNEX E INTEGRITY FORM
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- ANNEX J SUPPLY CHAIN INTEGRITY PROCESS (SCI) PROCESS
- ANNEX K REQUEST FOR PRODUCT SUBSTITUTION AND PRODUCT REVISION
- FORM 1 REQUISITION ON CONTRACT (ROC)

2. Summary

The Royal Canadian Mounted Police Information Management/Information Technology (IM/IT) Program in support of the RCMP Electronic Summary Offence Ticketing Program have a requirement for in-car Mobile Printers and Vehicle Adapters over a period of two (2) years with three (3) one (1) year options to extend the contract. The resulting contract will be used by SSC to provide shared services to the Royal Canadian Mounted Police. It is intended to result in the award of a contract for two years, plus three-one year irrevocable options allowing Canada to extend the term of the contract. This Contract is for the supply and delivery of the equipment. Hardware is to be provided under the Contract on an as-and-when-requested basis and will be ordered by Canada using a Requisition on Contract (“**ROC**”).

The in-car Mobile Printers and Vehicle Adapters must meet the mandatory technical specifications detailed in Annex A. The estimated yearly quantity required is 500 units.

3. Optional Additional Quantities

The Bidder grants to Canada an irrevocable option to purchase up to an additional one thousand five hundred (1,500) multifunction devices as specified in Annex A, under the same terms and conditions and at the rates quoted in Annex B. This option will be valid during the contract period and any extensions to the contract period.

4. 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.

5. National Security Exception

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

PART 2 BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- (d) Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - i) Delete: sixty (60) days
 - ii) Insert: one hundred and twenty (120) days

2. Submission of Bids

- (a) Bids must be submitted only to Shared Services Canada, Senior Procurement Officer, Nina Caldwell by e-mail only to nina.caldwell@canada.ca and ssc.wtdprintingproducts-produitsimpressionatmt.spc@canada.ca by the date and time indicated on the cover page of the bid solicitation. For an offer to be considered, this RFP must be completed and submitted in its entirety. All queries concerning the RFP, whether before or after closing date, must be in writing by e-mail and addressed to Nina Caldwell at nina.caldwell@canada.ca and ssc.wtdprintingproducts-produitsimpressionatmt.spc@canada.ca.
- (b) Suppliers may submit their bid in multiple emails, but all emails must arrive before the solicitation closing date and time to be evaluated as part of the bid. The maximum email size that can be received by SSC is 10 MB. Suppliers should ensure that they submit their bid in multiple emails if their attachments will cause the email to exceed that size.
- (c) The time at which the bid is received by SSC will be determined by the “Sent Time” indicated in the email received by SSC at the Email Address for RFP Submission.
- (d) During the two hours leading up to the closing date and time, an SSC representative will monitor the Email Address for RFP Submission and will be available by telephone at the Contracting Authority's telephone number). If the Supplier is experiencing difficulties transmitting the email, the Supplier should contact SSC immediately.
- (e) Canada will not be responsible for any technical problems experienced by the Supplier in submitting its bid, unless Canada's systems are responsible for a delay in delivering the email to the SSC Email Address for RFP Submission.
- (f) In the case of emergency, SSC has the discretion to accept a hand delivered (in person by a representative of the Supplier or by courier) of a hard copy submission that includes the entire bid. However, the hand delivered bid must be received by the closing date and time. As indicated above, an SSC representative will be available at the Contracting Authority's telephone number during the two hours before the solicitation closing date and time to receive bids submitted in this way. The only circumstances in which SSC will accept a delayed hand delivered bid is if the Supplier can show that the SSC representative was unavailable to receive the hand delivered bid, and attempts were made during the two hours before the solicitation closing date and time to make delivery.

- (g) Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

3. Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 2 working days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- i) Section I: Technical Bid (1 soft copy)
- ii) Section II: Financial Bid (1 soft copy)
- iii) Section III: Certifications (1 soft copy)

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

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

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

2. Joint Venture Experience:

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

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

Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

3. Section I: Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and must 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 required that the Bidder's

Technical Bid must include at a minimum the following:

- (a) a completed Annex I, indicating compliance to the specifications, supplying equipment details, and providing reference locations to supporting documentation and technical brochures included in the bid;
- (b) technical brochures and supporting documents should be cross-referenced with Annex A and pertinent information demonstrating compliance should be clearly marked;
- (c) Information to be filled in by the Bidder are left blank, please fill-in spaces accordingly;
- (d) 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.

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

column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

4. Section II: Financial Bid

- (a) Pricing: Bidders must submit their financial bid in accordance with Annex B – *Basis of Payment*. The total amount of Applicable Taxes must be shown separately, if applicable.

A completed Annex B, Basis of Payment, table must be submitted.

- (b) Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it will not charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

5. Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a)** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- (b)** An evaluation team composed of representatives of Canada will evaluate the bids.
- (c)** In addition to any other time periods established in the bid solicitation:
- (d)** Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

2. Technical Evaluation - Mandatory Technical

- (a)** Bids will be evaluated in accordance with the Technical Bid criteria detailed in Annex C. Any element of the bid solicitation identified with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. Bids will be assessed to ensure compliance with all of the requirements of this solicitation as described at Annex A - Statement of Work.
- (b) Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation):**
 - i)** 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.
 - ii)** 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.
 - iii)** The process is as follows:
 - (A)** 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);
 - (B)** 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;
 - (C)** 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;
 - (D)** 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;
 - (E)** 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

(F) 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.

iv) 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.

3. Financial Evaluation

(a) Mandatory Financial Criteria

i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price.

Please refer to Annex C, and complete the Basis of Payment, Annex B.

4. Basis of Selection

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

(b) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 CERTIFICATIONS

1. Certification

- (a) Bidders must provide the required certifications and documentation to be awarded a contract.
- (b) The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- (c) The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

2. Mandatory Certifications Required Precedent to Contract Award

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

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

3. Federal Contractors Program for Employment Equity – Bid Certification

- (a) By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website
- (b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

4. Integrity Provisions – List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.
- (b) Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- (c) Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5. 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.

6. OEM Certification

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

7. Code of Conduct Certifications – Certifications Required Precedent to Contract Award

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

8. Common Criteria Security Certification

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

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirements

- (a)** The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

PART 7 RESULTING CONTRACT CLAUSES

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

1. Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work at Annex A, in accordance with, and at the prices set out in, the Contract.
- (b) **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 the Royal Canadian Mounted Police. 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.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

2. Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a ROC or contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

3. Requisition on Contract (ROC)

- (a) **Purpose of ROC:** Hardware is to be provided under the Contract on an as-and-when-requested basis and will be ordered by Canada using a Requisition on Contract ("**ROC**") (see Form 1).
- (b) **Process for Issuing a ROC:** If a requirement is identified, a draft ROC will be prepared by the RCMP in accordance with:
 - i. the firm rates set out in Annex B for hardware on an "As and When Requested" Basis.
- (c) **Approval Process:** Canada will issue the ROC by forwarding a signed copy of the final ROC form to the Contractor. Whether or not to approve or issue a ROC is entirely within Canada's discretion.
- (d) **ROC Authority and Limitation to Validly Issue a ROC:** To be validly issued, a ROC must include the following signatures:
 - i. For any ROC, inclusive of revisions, with a value less than or equal to \$100,000. the ROC must be signed by the RCMP Project Authority, the Contractor's Representative, and by the RCMP Client Representative or SSC Contracting Authority;

- ii. For any ROC, inclusive of revisions, with a value more than \$100,000 the ROC must be signed by the RCMP Technical Authority, the Contractor's Representative, and by the SSC Contracting Authority;
- iii. The SSC Contracting Authority may issue a ROC directly to the Contractor at any value;
- iv. ROCs can only be issued during the Contract Period; and
- v. All limitations are inclusive of GST, HST and any applicable provincial disposal surcharges.

Any ROC that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued ROC is done at the Contractor's own risk. If the Contractor receives a ROC that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue ROCs at any time, or reduce or increase the dollar value threshold described above in sub-article i-ii; any suspension or reduction notice is effective upon receipt.

(e) Contents of a ROC: The ROC must contain the following information, if applicable:

- i. the details of any financial coding to be used;
- ii. description and quantity of goods being ordered;
- iii. the interval during which the work is to be carried out (beginning and end dates) and delivery date(s);
- iv. the specific work location or delivery location;
- v. the price payable to the Contractor for performing the task; and,
- vi. any other constraints that might affect the performance of the work.

(f) Price Quotation in Response to a Change Request or ROC or Request for Quote:

- i. The Contractor will not be paid for providing other information required to prepare and respond to a ROC. The Contractor must provide any information requested by Canada in relation to the preparation of a ROC in accordance with the Contract.

(g) Price Support: As requested by Canada in the ROC, the Contractor must submit and be in accordance with:

- i. Prices to be in accordance with Annex B hardware on an "As and When Requested Basis"

(h) Charges for Work under a ROC: The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, before being incorporated into the Work, by the applicable Authority, in accordance with the approval process outlined in this Article entitled "Requisition on Contract."

(i) Consolidation of ROCs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued ROCs to date, to document the Work performed under those ROCs for administrative purposes.

(j) Periodic Usage Reports: The Contractor must compile and maintain records on its provision of goods to the federal government under authorized ROC issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the SSC Contracting Authority. From time to time, the SSC Contracting Authority may also require an interim report during a reporting period.

The quarterly periods are defined as follows:

- a) 1st quarter: April 1 to June 30;
- b) 2nd quarter: July 1 to September 30;
- c) 3rd quarter: October 1 to December 31; and
- d) 4th quarter: January 1 to March 31.

The data must be submitted to the SSC Contracting Authority no later than 5 calendar days after the end of the reporting period.

4. Minimum Work Guarantee

(a) In this clause:

i. **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and

ii. **"Minimum Contract Value"** means 10% of the Maximum Contract Value for the Initial Contract Period.

(b) Canada's obligation under the Contract is to request Goods in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

(c) In the event that Canada does not request goods in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

(d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract:

i. for default;

ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or for convenience within ten business days of Contract award.

5. National Security Exception (NSE)

On May 4, 2014, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to end user device hardware, software and associated support services for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

6. Security Requirement

(a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

7. Condition of Material

Material supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

8. Applicable Laws

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

9. Standard Clauses and Conditions

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

10. General Conditions:

2030 (2018-06-21), 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"

11. Supplemental General Conditions:

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance; and

4003 (2010-08-16), Licensed Software; and

4004 (2013-04-25), Maintenance and Support Services for Licensed Software apply to and form part of the contract.

12. Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends two years later;
 - ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one-year period(s) 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.
 - ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days 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.

13. Delivery

All the deliverables must be received within 20 calendar days of Contract Award.

Precise addresses to be provided upon Contract Award.

14. Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract Incoterms 2000 "DDP Delivered Duty Paid".

15. Contracting Authority

The **Contracting Authority** is named below and is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.

Name: Nina Caldwell
Department: Shared Services Canada
Address: 427 Laurier Avenue West, Floor 3-055, Ottawa, ON, K1R 5C7
Telephone: 613-882-8328
E-mail address: nina.caldwell@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

16. Project Authority

The **Project Authority** will be identified at contract award.

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

17. Client's Representative

The **Client's Representative** for the Contract is (Contact information TBD at contract award):

Department: The Royal Canadian Mounted Police

18. Contractor's Representative

The Contractor's Representative for the Contract is (Please fill out):

Name _____
Title _____
Company _____
Address _____
Telephone _____
Facsimile _____
Email address _____

19. Basis of Payment

For providing the Hardware, Software and Maintenance and Support in accordance with the Contract, Canada will pay the Contractor the firm prices set out in Annex B, DDP destination, including all customs duties, applicable taxes extra (if applicable).

20. Method of Payment - Multiple Payments

H1001C (2008-05-12), Multiple Payments.

21. 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.

22. 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.

23. Price Protection - Most Favoured Customer

- (a) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- (b) The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- (c) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- (d) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- (e) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- (f) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- (g) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

24. Invoicing Instructions

The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the General Conditions.

By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

25. Certifications

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

26. Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance

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.

27. SACC Manual Clauses

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

SACC Manual clause B7500C (2006-06-16) Excess Goods

SACC Manual clause B1501C (2018-06-21) Electrical Equipment

SACC Manual clause D0018C (2007-11-30) Delivery and Unloading

28. Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part IV of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery ⁴⁴ Location	As indicated in the ROC issued against the Contract, which may identify any one or more locations in Canada, except locations subject to one or more of the Comprehensive Land Claims Agreements. Canada reserves the right to adjust the location of acceptance for the equipment specified in any ROC. Acceptance may take place at the Contractor's plant or at a warehouse facility. Goods will still remain DDP Destination where the vendor is liable for delivery to all end locations including all shipping costs. The Warranty Period begins on the date received by the site authority at the final destination.
Delivery Date	20 calendar days after date of ROC.
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	Yes
Contractor must Install Hardware at time of Delivery	Yes
Hardware is part of a System	Yes
Contract Period	2 years
Option to Extend Contract Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 3 one-year periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

Delivery of Purchased Hardware	Yes
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	Copies of these reports must be made available to the Contracting Authority within thirty (30) days of request.
4001 26 Class of Maintenance Service	N/A
4001 26 (3).a.(i) Service Response Time	See 7.17 Service Response Time during PPM
Toll-free Telephone Number for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>
Website for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>

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

29. Deliverable Substitutions & Alternatives

- (a) The Contractor may propose a substitution or alternative for an existing product listed in the Contract, provided the proposed substitute or alternative meets or exceeds the specification(s) of the existing product and the price for the substitute or alternative product does not exceed:
- i. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - ii. the current published list price of the substitute product, minus any applicable Government discount; or
 - iii. the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The proposed substitution/alternative may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) Substitute or alternative items must not be shipped until formally authorized by the Contracting Authority after the Project Authority determines the substitution or alternative is acceptable. Whether or not to accept or reject a proposed substitution or alternative is entirely within the discretion of Canada. If Canada does not accept a proposed substitution or alternative, the Contractor must continue to deliver the original product. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead. If accepted, the addition of any alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.
- (d) The ability to propose a substitution or alternative for any given product does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

30. Safeguarding Electronic Media

Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

31. Service Response Time During the Principal Period of Maintenance

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

32. Remedies Following Unacceptable Levels of Service

To ensure a continuing acceptable level of service for the client's workload, the Contractor agrees that Canada may exercise the following remedial actions.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The application of any remedy shall not result in any increase in liability to Canada.
- (f) Process to Claim Remedy:
- i) The client must claim the applicable of any remedy, in writing, within 30 days from the time that the failure resulting in the application of the remedy could reasonably be noted by the Identified User.
 - ii) Any such claim for a remedy must include reasonable documentation to support such claim.
 - iii) Where the application of any remedy results in a financial benefit in favour of Canada, then such financial benefit must be applied as a credit to the applicable invoice for the billing period following the billing period in which the claim was received by the Contractor.
 - iv) Where the application of any remedy results in the requirement of the Contractor to replace parts of modular equipment, then such replacement equipment must be supplied and delivered 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 supplied and delivered within two weeks of a request, unless a written extension is given by the client.
 - v) Where the application of any remedy results in the requirement of the Contractor to provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 days of receipt of the claim, by the Contractor.
- (g) Definitions
- i) **"Remedial Equipment Failure"** means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.

- ii) **"Unscheduled Equipment Outage"** means the period of time that equipment is unavailable to the client where such unavailability is caused by a Remedial Equipment Failure such period must commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Contract.
- (h) Actual Remedies:
- i) **Excessive Equipment Failure:** 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 supplied and delivered within two weeks of a request, unless a written extension is given by the client.
- ii) **Failure to Repair Equipment:** In the event that any single Unscheduled Equipment Outage exceeds 48 hours then the Contractor must replace the equipment.
- iii) **Excessive Outage:** 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:
For Purchased Hardware: $(TUEO/8) \cdot 1 \cdot (\text{Purchase Price}/60)$; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within one month. This remedy will not exceed 2 times the Total Hardware Purchase price divided by 60 for any given monthly period.
- iv) **Failure to Respond to Remedial Equipment Failures:** 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.
- v) **Spoilage of Copies:** 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.
- (i) Additional client requirements
- i) Preventive maintenance and engineering changes must be scheduled at times consistent with the client's operational and security requirements.
- ii) Commencing on Date of Acceptance, the printer must meet a minimum availability level of 95% of the client's operational hours, on a monthly basis, commencing on the first day of each month and ending on the last day of each month; over the duration of the contract.
- iii) During a reported equipment malfunction repair period, the Contractor must issue a verbal progress report to the client's site authority as requested until such time as the problem is resolved and provide a written report of the issue, the total downtime, and steps taken to resolve the issue to the client's Technical Authority at the time the issue is resolved.

33. Termination for Convenience of Hardware Maintenance Services

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any Hardware maintenance and support services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

34. Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents,

and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) above.
- v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and;
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability

will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii) The Parties are only liable to one another for damages to third parties to the extent described in this subparagraph (c).

35. Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 203035 (2018-03-21) General Conditions – Higher Complexity-Services;
- (c) Supplemental General Conditions, in the following order:
 - i) 4001; (2015-04-01) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
 - ii) 4003; (2010-08-16) Licensed Software;
 - iii) 4004; (2013-04-25) Maintenance and Support Services or Licensed Software;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Evaluation Criteria & Method of Selection
- (g) Annex D, List of Delivery Locations
- (h) Annex K, Request for Product Substitution and Price Revision;
- (i) Form 1, Requisitions on Contract (ROC);
- (j) the Contractor's bid dated _____.

ANNEX A STATEMENT OF WORK

1. Requirement

The Royal Canadian Mounted Police Information Management/Information Technology (IM/IT) Program in support of the RCMP Electronic Summary Offence Ticketing Program have a requirement for in-car Mobile Printers and Vehicle Adapters over a period of two (2) years with three (3) one (1) year options to extend the contract. The resulting contract will be used by SSC to provide shared services to the Royal Canadian Mounted Police. It is intended to result in the award of a contract for two years, plus three-one year irrevocable options allowing Canada to extend the term of the contract. This Contract is for the supply and delivery of the equipment. Hardware is to be provided under the Contract on an as-and-when-requested basis and will be ordered by Canada using a Requisition on Contract (“**ROC**”).

The in-car Mobile Printers and Vehicle Adapters must meet the mandatory technical specifications detailed in Annex A. The estimated yearly quantity required is 500 units.

Optional Additional Quantities

The Bidder grants to Canada an irrevocable option to purchase up to an additional one thousand five hundred (1,500) multifunction devices as specified in Annex A, under the same terms and conditions and at the rates quoted in Annex B. This option will be valid during the contract period and any extensions to the contract period.

2. Mandatory technical requirement

A1. Devices

The devices must meet the following mandatory requirements:

A1.1	Be operational in a vehicular environment
A1.2	Use the Direct Thermal Print Technology
A1.3	Print on Letter sized paper: 8.5” x 11”
A1.4	Print on Legal sized paper: 8.5” x 14”
A1.5	Have a minimum resolution of: 300dpi
A1.6	Print at a minimum speed of: 6ppm
A1.7	Print on: any manufacturer’s thermal paper
A1.8	Load paper: roll feed with manual feed option with a width of 8 and a half. Roll feed: (a) must have an optical sensor to stop printing at the 11” and 14” mark (b) length must be customer configurable
A1.9	Have an Input Power Range of: 10 – 17vDC inclusive Must include: (a) a wired power cable for in-car installation (b) AC/DC adapter and power cord for non in-car use
A1.10	Be operational using an internal battery that is a rechargeable type: NIMH or Li-ION (a)The internal battery must be capable of being charged when installed in the printer
A1.11	Consume minimal battery power, defined as: (a) when not in use < 2W (b)when in use < 50W
A1.12	Support Operating System: Windows 7 32 and 64 bit and Windows 10
A1.13	Have an interface that is USB 2.0 or higher (wireless connection is not acceptable). If the capability for any wireless communication (WiFi, Bluetooth, Infra-red or others) is available, it must have the option of being completely disabled.
A1.14	Be Canadian Standard Association (CSA) approved
A1.15	Include the following Industry Canada Compliance Statement:

	"This Class B digital apparatus complies with Canadian ICES-003"
A1.16	Printer Size (maximums) – W: 2.20" L: 10.05" H: 1.20" (The printer and paper are mounted in a metal box that is part of the vehicular console. The box is divided into two sections for paper and printer mounting. The printer section of the mount is the above noted measurements.)
A1.17	USB Cable: must be 4 to 6 feet long, inclusive
A1.18	Be operational in temperatures of at least 5 to 35 degrees Celsius and storage temperatures of at least -15 to 40 degrees Celsius
A1.19	(a) Ability to procure the printer with or without a battery. (b) Ability to procure the battery only.

A2. Vehicle Adapter technical/performance Requirement:

The following requirements must be met:

A2.1	Each printer must include a hard wired vehicle power adapter (Length must be a minimum of 12ft and a maximum of 14ft)
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A3. Warranty and Maintenance Requirement

The following requirements must be met:

A3.1	(a) The Offeror offers to extend the Mobile Printer and Vehicle Adapter warranty and maintenance period by a minimum of 12 months. (b) Ability to procure the warranty and maintenance extension with or without the Mobile Printer and Vehicle Adapter.
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ANNEX B**BASIS OF PAYMENT**

Table 1 – Initial contract period					
Item No.	Manufacturer's Product Name	OEM Name and P/N	Qty	Unit Price	Extended Price
1	As per Item A.1 & A.2 of SOR In Car Printer with battery			\$	\$
2	As per Item A.1 & A.2 of SOR In Car Printer without battery			\$	\$
3	In car Printer battery only			\$	\$
4	Warranty (Extended 1 year optional)			\$	\$
SUB-TOTAL CAD :					\$

Minimum work Guarantee (10% excluding tax):	\$
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Table 2 – Option Year One					
Item No.	Manufacturer's Product Name	OEM Name and P/N	Qty	Unit Price	Extended Price
1	As per Item A.1 & A.2 of SOR In Car Printer with battery			\$	\$
2	As per Item A.1 & A.2 of SOR In Car Printer without battery			\$	\$
3	In car Printer battery only			\$	\$
3	Warranty (Extended 1 year optional)			\$	\$
SUB-TOTAL CAD :					\$

Table 3 – Option Year Two					
Item No.	Manufacturer's Product Name	OEM Name and P/N	Qty	Unit Price	Extended Price
1	As per Item A.1 & A.2 of SOR In Car Printer with battery			\$	\$
2	As per Item A.1 & A.2 of SOR In Car Printer without battery			\$	\$
3	In car Printer battery only			\$	\$
3	Warranty (Extended 1 year optional)			\$	\$
SUB-TOTAL CAD :					\$

Table 4 – Option Year Three					
Item No.	Manufacturer's Product Name	OEM Name and P/N	Qty	Unit Price	Extended Price
1	As per Item A.1 & A.2 of SOR In Car Printer with battery			\$	\$

2	As per Item A.1 & A.2 of SOR In Car Printer without battery			\$	\$
3	In car Printer battery only			\$	\$
3	Warranty (Extended 1 year optional)			\$	\$
SUB-TOTAL CAD :					\$

Table 5 - Total Bid Price		
Item No.		Price
1	Initial Deliverable	\$
2	Delivery***	\$
3	Electronic Handling Fee's****	\$
SUBTOTAL BID PRICE:		\$
TOTAL:		\$

*Bidders may offer four prices for each requested item (one for initial contract period, one for optional year 1, one for option year 2, and one for option year 3) to allow for anticipated price drops. However, the pricing between the initial and optional units must not differ by more than 10%. Responses in which there is greater than a 10% difference will be considered non-responsive and be disqualified.

**Taxes will be applied at award of contract.

***Delivery may vary depending on delivery province. Please indicate in table below.

****Electronic Handling Fee's may vary depending on province. Please indicate in table below.

	Location	Delivery	EHF's
E	Surrey, British Columbia		
K	Edmonton, Alberta		
F	Regina, Saskatchewan		
D	Winnipeg, Manitoba		
J	Fredericton, New Brunswick		
H	Dartmouth, Nova Scotia		
B	St. John's, Newfoundland		
National IM/IT Program(Ottawa)	Ottawa, Ontario		
M	Whitehorse, Yukon		
C	Westmount (Québec)		
G	Yellowknife, North West Territories		

ANNEX C EVALUATION CRITERIA & METHOD OF SELECTION

C1. TECHNICAL EVALUATION

Bidders must submit a completed Form found in Annex I- Substantiation of Technical Compliance.

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

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

C2. BASIS OF SELECTION

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest TOTAL EVALUATED PRICE will be recommended for award of a contract.

ANNEX D**LIST OF DELIVERY LOCATIONS**

Division	Location
E	Surrey, British Columbia
K	Edmonton, Alberta
F	Regina, Saskatchewan
D	Winnipeg, Manitoba
J	Fredericton, New Brunswick
H	Dartmouth, Nova Scotia
B	St. John's, Newfoundland
<u>National IM/IT Program(Ottawa)</u>	Ottawa, Ontario
M	Whitehorse, Yukon
C	Westmount (Québec)
G	Yellowknife, North West Territories

ANNEX E
INTEGRITY FORM

Adresse de courriel /E-mail Address:
Ministère/Department: Shared Services Canada
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN

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

BIDDER FORMS

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

<p>Number of FTEs [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.]</p>	
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>	
<p>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:</p> <ol style="list-style-type: none"> 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. 	
<p>Signature of Authorized Representative of Bidder</p>	

ANNEX H

COMPATIBILITY TESTING

At the request of Canada, the Contractor with the best value technically compliant bid must make available the test printer, in the configurations specified in the RFP, for a compatibility test by Canada prior to the award of Contract to determine whether the proposed printer will meet Canada's requirements.

To complete these tests, the contractor must make the test printer available for testing in the **National Capital Region** of Canada either at the contractor's site or at an existing installation site in a different client's environment within 10 days of notification of such test by SSC.

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 environment with the Royal Canadian Mounted Police 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 I**SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM****EQUIPMENT REQUIREMENT**

The printer must meet the following mandatory requirements:

A1. Device: _____ (*insert model name*)

MANDATORY CRITERIA

Bidders must fill out table completely.

A2. Colour Device: _____ (*insert model name*)

A1.	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.
A1.1	Be operational in a vehicular environment	Y/N		
A1.2	Use the Direct Thermal Print Technology	Y/N		
A1.3	Print on Letter sized paper: 8.5" x 11"	Y/N		
A1.4	Print on Legal sized paper: 8.5" x 14"	Y/N		
A1.5	Have a minimum resolution of: 300dpi	Y/N		
A1.6	Print at a minimum speed of: 6ppm	Y/N		
A1.7	Print on: any manufacturer's thermal paper	Y/N		
A1.8	Load paper: roll feed with manual feed option with a width of 8 and a half.	Y/N		

	Roll feed: (a) must have an optical sensor to stop printing at the 11" and 14" mark (b) length must be customer configurable			
A1.9	Have an Input Power Range of: 10 – 17vDC inclusive Must include: (a) a wired power cable for in-car installation (b) AC/DC adapter and power cord for non in-car use	Y/N		
A1.10	Be operational using an internal battery that is a rechargeable type: NiMH or Li-ION (a)The internal battery must be capable of being charged when installed in the printer	Y/N		
A1.11	Consume minimal battery power, defined as: (a) when not in use < 2W (b)when in use < 50W	Y/N		
A1.12	Support Operating System: Windows 7 32 and 64 bit and Windows 10	Y/N		
A1.13	Have an interface that is USB 2.0 or higher (wireless connection is not acceptable). If the capability for any wireless communication (WiFi, Bluetooth, Infra-red or others) is available, it must have the option of being completely disabled.	Y/N		
A1.14	Be Canadian Standard Association (CSA) approved	Y/N		
A1.15	Include the following Industry Canada Compliance Statement: "This Class B digital apparatus complies with Canadian ICES-003"	Y/N		
A1.16	Printer Size (maximums) – W: 2.20" L: 10.05" H: 1.20" (The printer and paper are mounted in a metal box that is part of the vehicular console. The box is divided into two sections for paper and printer mounting. The printer section of the mount is the above noted measurements.)	Y/N		

A1.17	USB Cable: must be 4 to 6 feet long, inclusive	Y/N		
A1.18	Be operational in temperatures of at least 5 to 35 degrees Celsius and storage temperatures of at least -15 to 40 degrees Celsius	Y/N		
A1.19	a) Ability to procure the printer with or without a battery. (b) Ability to procure the battery only.	Y/N		

A2. Vehicle Adapter

A2.	Vehicle Adapter 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	Each printer must include a hard wired vehicle power adapter (Length must be a minimum of 12ft and a maximum of 14ft)	Y/N		

A3. Warranty and Maintenance Requirement

A3.	Delivery and Installation Requirement	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	(a) The Offeror offers to extend the Mobile Printer and Vehicle Adapter warranty and maintenance period by a minimum of 12 months. (b) Ability to procure the warranty and maintenance extension with or without the Mobile Printer and Vehicle Adapter.	Y/N		

ANNEX J

SUPPLY CHAIN INTEGRITY PROCESS (SCI) PROCESS

1. SCI REQUIREMENT

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

Definitions

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

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

Mandatory Ongoing Qualification Submission Requirements

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

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

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

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

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

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

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

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

2. Assessment of Supply Chain Security Information:

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

In conducting its assessment:

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

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

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

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

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

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

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

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

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

**ANNEX K
Request for Product Substitution and Product Revision**

OFFEROR: _____

Date of Request: _____

Page ___ of ___

Email to: nina.caldwell@canada.ca

SUBSTITUTION ONLY SUBSTITUTION WITH PRICE INCREASE PRICE DECREASE ONLY

ORIGINAL AMENDMENT (ORIGINAL DATED _____)

Standing Offer No.: _____

<u>CURRENT PRODUCT/MODEL</u>						<u>NEW PRODUCT/MODEL</u>					
<u>Item No.</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Ceiling Price</u>	<u>Current Price</u>	<u>Price Revision or Nature of Change</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>New Unit Selling Price</u>	<u>Published List Price</u>	<u>URL for Specifications</u>

**Form 1
Requisition of Contract (ROC) Form**

REQUISITION ON A CONTRACT (ROC)			
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS:			CONTRACT NUMBER:
CBSA Branch	FINANCIAL ENCUMBRANCE NUMBER	REQUISITION NUMBER	ROC NO:
TO: Contractor: Address:	TO THE CONTRACTOR: You are requested to supply the following services and or goods, in accordance with the terms of the above referenced contract. The ROC shall be used only to order the following services or goods: In accordance with the Contract. Only services / goods identified in the contract shall be supplied against this Requisition on a Contract. Each request will be invoiced separately. Each Invoice shall be prepared in accordance with the instructions set out in the Contract.		
DELIVER TO:			
DELIVERY DATE:			
PERIOD OF REQUISITION ON CONTRACT:		From:	
		To:	

BASIS OF PAYMENT:

Description	Qty.	Unit Price	Extended Price
Subtotal:			
Estimated Taxes (HST/GST/QST)			
Total price Approved for this ROC:			

<p>The Contractor shall not charge Canada for any costs exceeding this total price unless Canada has issued a ROC amendment authorizing the increased expenditure.</p>

APPROVED BY		
Technical Authority	Representative of Contractor	RCMP Procurement or SSC Contracting Authority (as applicable)
NAME:	NAME:	NAME:
SIGNATURE	SIGNATURE	SIGNATURE
DATE:	DATE:	DATE: