

**RETURN RESPONSES TO:  
RETOURNER LES  
ANSWERS À :**

Solinda Phan  
Specialiste d'approvisionnement |  
Supply Specialist  
Services partagés Canada | Shared  
Services Canada

Email Address | Courriel:  
ConsultationSPC.SSCConsultation@  
ssc-spc.gc.ca

**AMENDMENT TO INVITATION TO  
QUALIFY  
MODIFICATION DE L'INVITATION  
À SE QUALIFIER**

The referenced document is hereby  
revised; unless otherwise indicated, all  
other terms and conditions of the  
Solicitation remain the same.

Ce document est par la présente révisé;  
sauf indication contraire, les modalités de  
l'invitation demeurent les mêmes.

**Comments - Commentaires**  
This document contains a Security  
Requirement  
Ce document contient des exigences  
sécuritaires

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K1G 4A8

<b>Title - Sujet</b> Data Centre Server and Storage Infrastructure Infrastructure de serveur et de stockage pour les centres de données	
<b>Solicitation No. – N° de l'invitation</b> 10040747/A	<b>Amendment No. - N° modif.</b> 011
<b>Client Reference No. – N° référence du client :</b> 14-20384-0	<b>Date</b> 30 October 2014
<b>Solicitation Closes – L'invitation prend fin</b> <b>on – le</b> November 12, 2014 <b>at – à</b> 11 :59 PM	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Solinda Phan	<b>Buyer Id – Id de l'acheteur</b> CAC
<b>Telephone No. – N° de téléphone :</b> 613-302-6895	
<b>Email - Courriel</b> ConsultationSPC.SSCConsultation@ssc-spc.gc.ca	
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**THIS SOLICITATION AMENDMENT IS ISSUED TO:**

Publish Canada's Responses to Respondents' questions and to modify the ITQ.

NOTE: Respondents' clarification questions are numerically sequenced upon arrival at SSC. Respondents are hereby advised that questions and answers for this solicitation may be issued via BuyandSell.gc.ca out of sequence.

**Question 17:**

Form 4 states:

The Respondent identified below agrees on its own behalf and on behalf of its affiliates that they will, after bid closing for any subsequent bid solicitation that forms part of this procurement process, apply the prices proposed in response to that bid solicitation to any existing contracts and standing offers it has with Shared Services Canada (including those contracts that it entered into with Public Works and Government Services Canada, but that now fall within the mandate of SSC) (collectively called the "Existing Instruments"). This commitment:

- (a) applies only to those prices bid in response to the bid solicitation that are lower than the prices in the Existing Instruments for similar goods and/or services available for purchase under the Existing Instruments;
- (b) includes Existing Instruments that may have been signed by a reseller acting as agent for the Respondent or any of its affiliates;

*Company X* comment: We believe this requirement is unacceptable as the pricing offered under a particular contract takes into consideration the specific terms and conditions of the applicable RFP, including without limitation consideration of contractual, financial, technical requirements, and volumes.

We believe those requirements are unique to each solicitation and, since they had been agreed at a certain point in time, they should not be automatically extended to previous or future contracts, unless the requirement was known at the time the pricing was established for the other contracts. This is not the case for Existing Instruments.

While we are prepared to offer deeper discounts for greater commitments, we are not able to offer the same in return for simply the opportunity to compete. The new prices would be based upon bigger volumes and it is entirely unreasonable for us to almost retroactively provide volume discounts on products where we may or may not win that greater volume.

- (c) takes effect upon bid closing for the bid solicitation;
- (d) applies regardless of whether or not the Qualified Respondent bidding on the bid solicitation is awarded the resulting contract or other instrument; and

*Company X* comment: The concept that it would take effect prior to contract award – i.e. at Bid Close date, regardless of whether the Bidder is awarded the contract seems extremely unreasonable and may discourage submission of what may be quite compelling proposals. As stated above - while we are prepared to offer deeper discounts for greater commitments, we are not able to offer the same in return for simply the opportunity to compete.

- (e) takes effect without any further amendment to the Existing Instruments – all affected Existing Instruments are deemed to be amended on the date of bid closing and any additional "amendment" issued by SSC is purely for administrative purposes.

*Company X* comment: We believe the deemed acceptance concept contradicts the standard general terms and conditions of the SACC manual which provide that in order "to be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the

Contractor.” We believe that SSC should rely on the fact that this bid solicitation is competitive and has an evaluation methodology that establishes a competitive financial outcome.

We also note that in any event SSC will have the option to purchase these products and services under this contracting vehicle regardless of other existing contracting vehicles, and that this should negate the need for such a clause.

In light of the above, we are urging SSC to delete the requirement to sign Form 4 Pricing Commitment in its entirety.

**Answer 17:**

The intent of this clause and form is to ensure that Canada is receiving competitive pricing on all its procurement vehicles. For the time being, Canada will remove the requirement from the ITQ but remains committed to it being part of the bid solicitation phase and will discuss it with vendors during the RRR phase.

Please see Modifications 022, 023 and 024.

**Question 32:**

Reference:  
Page 26 of 48, Category 4 – Platform Software Contracts (Out of Scope of this ITQ)

(i) Question: Will the Crown please identify when the procurement strategy for this category will begin.

(ii) Question: Is the Crown planning to run separate procurement strategies for each area identified such as Operation Systems, Virtualization Software, Infrastructure Middleware and systems management software?

(iii) Question: If this category is out of scope, can the Crown please explain why it was even included in the current ITQ just to have the words “Out of Scope”. Would it not have been less confusing to not include any reference to category 4 within the ITQ?

**Answer 32:**

(i) Canada is aiming at starting the solicitation process to acquire the Platform software in the coming weeks.

(ii) Yes, Canada's current plan is to run separate procurement processes for its various platform software requirements.

(iii) The Platform Software was included to provide a complete picture of the DCSSI initiative going beyond the scope of this ITQ.

**Question 52:**

Will SSC allow *Company X* to take exception to or negotiate the Pricing Commitment (Form 4)?

**Answer 52:**

Please see Canada's response to Question 17.

**Question 61:**

Page 37 of 48, Attachment 4.1: Mandatory Evaluation Criteria, Mandatory Experience Requirement M01, “The Respondent must have manufactured.....”.

Question: Would Canada please add to Annex C, Definition of Terms, the definition of manufacturer?

**Answer 61:**

Please see Canada's response to Question 58.

**Question 77:**

With respect to Category 1 , Mandatory Experience Requirement M03 , please confirm that the "Primary Contractor" is the equivalent to the technical lead for the project.

**Answer 77:**

No, Primary Contractor is the same as Canada's definition of Contractor. Please see Canada's response to Question 62.

**Question 97:**

p13 re: Sect 3.2.1 c) Pricing Commitment.

This statement appears to require pricing commitments before the Respondents know the quantities and associated service commitments are unknown. This could be problematic with binding contracts for unknown values.

Question: SSC: In which categories is this clause binding?

**Answer 97:**

Please see Canada's response to Question 17.

**Question 101:**

Page 13, Section 3.2.1 c) Pricing Commitment:

Will SSC please confirm to which Categories this binding commitment applies?

Furthermore, asking Respondents for this particular undertaking at this juncture in the procurement process is premature given that the detailed requirements have yet to be defined. This commitment is essentially invoking a price certification clause that is problematic for most Respondents in securing internal approval to submit to the ITQ when product, service specifications, and volumes are unknown.

**Answer 101:**

Please see Canada's response to Question 17.

**Question 134:**

Will the ITQ and SSC consider allowance for PSAB as part of the ITQ and comply to general terms set out by AANDC? If so, most aboriginal organization will not qualify from a minimum requirement perspective, will there be provisions or considerations for PSAB if the aboriginal company can demonstrate technical capabilities as per the requirements outlined in the ITQ?

**Answer 134:**

SSC will not specifically set-aside this procurement for aboriginal businesses at the ITQ phase. SSC requires vendors who have the demonstrated capability to provide the goods and/or services to the scope and scale required for government of Canada enterprise data centres. The qualification criteria have therefore been developed as such and any vendor able to meet the criteria is invited to provide a response to the ITQ. Please see Canada's response to Question 19 in Amendment 006 regarding the possibility of fulfillment partners

**Modification 022**

**On page 11 of 48 of the ITQ, Section 3.1.1 a) iii):**

**Delete in its entirety.**

**Modification 023**

**On page 14 of 48 of the ITQ, 3.2.1 c) Pricing Commitment (requested at ITQ closing, mandatory on request):**

**Delete in its entirety.**

**Modification 024**

**On page 48 of 48 of the ITQ, Form 4 – Pricing Commitment:**

**Delete in its entirety.**