

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Unité de mémoire FlashDisk	
Solicitation No. - N° de l'invitation W7701-145846/A	Date 2015-01-08
Client Reference No. - N° de référence du client W7701-14-5846	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-015-16281	
File No. - N° de dossier QCN-4-37029 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-02-18	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Legendre, Sylvie	Buyer Id - Id de l'acheteur qcn015
Telephone No. - N° de téléphone (418) 649-2860 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: R & D POUR LA DÉFENSE CANADA - VALCARTIER BATIMENT 53 2459 BOUL. PIE XI NORD QUÉBEC Québec G3J1X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée VOIR DOC.	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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

Solicitation No. - N° de l'invitation

W7701-145846/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCN-4-37029

Buyer ID - Id de l'acheteur

qcn015

CCC No./N° CCC - FMS No/ N° VME

W7701-14-5846

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Requirement
2. Standard Clauses and Conditions
3. Delivery Date
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
9. Priority of Documents
10. Defence Contract
11. Insurance
12. Limitation of Liability
13. Hardware

List of Annexes:

Annex "A"	Statement of Requirement
Annex "B"	Basis of Payment
Annex "C"	Bidder Form

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement and the Basis of Payment.

2. Summary

(a) Title

High Speed Disk Array

(b) Description of the Work

The Contractor must provide a disk array with the specifications detailed at Annex A

(c) Client department:

Defense Research and Development Canada - Valcartier (DRDC).

(d) Delivery:

All the deliverables must be received no later than March 31, 2015.

(e) Key information

- i. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- ii. The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven days (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

- (a) The technical bid must include the following:

Substantiation of Technical Compliance Form (Annex C):

The technical bid must substantiate the compliance of the Bidder and its proposed products with the specific articles of Annex A (Statement of Requirement) 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.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with Annex B. The total amount of Applicable Taxes must be shown separately.

1.2 **Exchange Rate Fluctuation**

C3011T(2013-11-06), Exchange Rate Fluctuation

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 technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in section 4.1 of Annex A.

1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Bid Evaluation Value using the Pricing Tables at Annex B completed by the bidders

1.2.1 Mandatory Financial Criteria

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

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

1.3 Bidder Certifies that all equipment and software is "Off-the-Shelf"

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

1.4 OEM Certification

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.

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

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.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions 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 Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
- supplying the purchased Hardware;
 - providing the Hardware Documentation;
 - providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
- b) **Client:** Under the Contract, the "**Client**" is Defense Research and Development Canada – Valcartier.
- 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.
- d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2030 (2014-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4001(2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

3. Delivery Date

All the deliverables must be received on or before March 31, 2015.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvie Legendre
Public Works and Government Services Canada
601-1550 D'Estimauville
Québec, QC.
G1J 0C7
Telephone: 418-649-2860
Facsimile: 418-648-2209
E-mail address: sylvie.legendre@tpsgc-pwgsc.gc.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.

4.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

4.3 Contractor's Representative

Name: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

5. Payment

5.1 Basis of Payment

- a) **Purchased Hardware:** For providing and delivering the Hardware in accordance with the Contract, Canada will pay the Contractor the firm prices set out in Annex B, FOB destination, Incoterms DDP, including all customs duties, applicable taxes extra.

Estimated Cost: \$ _____

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.

5.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

5.3 Method of Payment – Single Payment

H1000C (2008-05-12), Single Payment

6. Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c) 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.

7. Certifications

7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*will be inserted at Contract award*)

9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2030 (2014-09-25), General Conditions - Higher Complexity – Goods;
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

10. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

11. Insurance

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

12. Limitation of Liability

1. 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.

2. First Party Liability:

- a. 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:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

- ii. physical injury, including death.
- b. 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.
- c. 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.
- d. 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 (a) above.
- e. 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:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. 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 (ii) of the greater of 0,50 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 paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- f. 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.

3. Third Party Claims:

- a. 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.
- b. 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

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

paragraph (a), 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.

- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

13. Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Contractor must deliver Hardware Documentation	Yes
Language of Hardware Documentation	The Hardware Documentation is required to be delivered in English.
Format and Medium on which Hardware Documentation must be Delivered	Hard and Soft copy. All electronic copies must be in PDF format delivered on a CD or DVD.
Principal Period of Maintenance (PPM)	9AM to 5PM local time on weekdays (excluding statutory holidays in the Province of Quebec) where the Hardware is in use.

ANNEX "A" - STATEMENT OF REQUIREMENT

1. TITLE

HIGH SPEED DISK ARRAY

2. BACKGROUND

DRDC has a requirement to upgrade the performances of the high speed disk array installed in the control station of one of its multi-sensor systems.

3. ACRONYMS

4G	4 Gigabits/sec
8G	8 Gigabits/sec
SSD	Solid State Drive
1U	Mechanical height of 1.75inch
RAID	Redundant Array of Independent Disks
Gb	Gigabyte
SAN	Storage Area Network

4. REQUIREMENTS

4.1 Disk array

Required quantity : 1

The Contractor must provide one disk array with the following specifications:

	Specification	Value
1	Host Interface	Fibre Channel
2	Number of Host Ports	8
3	Speed of Fibre Channel host ports	8G, Backward compatible with 4G
4	Number of disks	12
5	Type of disks	SSD disks with a capacity greater than or equal to 400 Gb
6	Hot-swappable drives	Yes
7	RAID support	RAID 0, 1, 3, 5, 6
8	Storage Controller	Dual redundant controllers
9	Throughput Reading	Greater than 2000 MB/s
10	Throughput Writing	Greater than 1000 MB/s
11	Form Factor	1U Rackmount
12	Weight	Less than 40 lbs

The disk array must be a "SAN-In-A-Box". This means that two or more computers can attach to it without the need for a network Fibre Channel switch.

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

4.2 Accessories

The Contractor must provide the following accessories:

Description	Required quantity
Power supply	1
Additional SSD disks with a capacity greater than or equal to 400 Gb	4

5. Manuals

The Contractor must deliver one (1) Operation and Technical Manual with the delivery of each item in both hard and soft copy. The manuals must be delivered in English as existing commercial off-the-shelf manuals. All electronic copies must be in Adobe PDF format delivered on a CD or DVD.

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

#	Description	Est. Qty	Firm Global Price
1	High Speed Disk Array, including accessories and operation and technical manual, as described in Annex A. Including delivery, all custom duties, FOB destination, Incoterms 2000 DDP.	Lot	\$ _____
BID EVALUATION VALUE (Applicable taxes extra)			\$ _____

Solicitation No. - N° de l'invitation
W7701-145846/A
 Client Ref. No. - N° de réf. du client
 W7701-14-145846

Amd. No. - N° de la modif.

 File No. - N° du dossier
 QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
 CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - BIDDER FORMS

Form 1 :

The technical bid must substantiate the compliance of the Bidder and its proposed products with the specific articles of Annex A (Statement of Requirement) 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 requirements, 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.

Form1 Substantiation of Technical Compliance Form		
Article of Statement of requirement that requires substantiation by the Bidder	Bidder Substantiation Compliant / Non Compliant	Reference to additional Substantiating Materials included in Bid
Host Interface		
Number of Host Ports		
Speed of Fibre Channel host ports		
Number of disks		
Type of disks		
Hot-swappable drives		
RAID support		
Storage Controller		
Throughput Reading		
Throughput Writing		
Form Factor		
Weight		

Solicitation No. - N° de l'invitation
W7701-145846/A
Client Ref. No. - N° de réf. du client
W7701-14-145846

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-4-37029

Buyer ID - Id de l'acheteur
qcn015
CCC No./N° CCC - FMS No./N° VME

Form 2

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 _____