



<p>Return Bids to: - Retourner les soumissions à :</p> <p>Eleanor Cesare</p> <p>Procurement and Vendor Relations Shared Services Canada 13-039, 13th Floor, 180 Kent Street, Ottawa, Ontario K1P 0B6</p> <p>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 therefor.</p> <p>Proposition à: 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-annexée, au(x) prix indiqué(s).</p> <p>Bidder's Name and Address - Raison sociale et adresse du Fournisseur/de l'entrepreneur</p> <p>_____</p> <p>_____</p>	<p>Request for Proposal / Demande de proposition</p> <p>Title – Sujet Uninterruptible Power Supplies</p> <table border="1"> <tr> <td data-bbox="834 338 1312 394">Solicitation No. – No de l'invitation R000000531</td> <td data-bbox="1312 338 1573 394">Date November 25, 2016</td> </tr> </table> <p>Solicitation closes – L'invitation prend fin</p> <p>On – le : December 16, 2016 At – À : 2:00 P.M.</p> <p>Time zone – Fuseau horaire : EST / HNE</p> <p>Contracting Authority / Autorité contractante Address / adresse :</p> <p>Eleanor Cesare Procurement and Vendor Relations Shared Services Canada 13-039, 13th Floor, 180 Kent Street Ottawa, Ontario K1P 0B6</p> <p>E-mail address / Courriel : eleanor.cesare@canada.ca</p>	Solicitation No. – No de l'invitation R000000531	Date November 25, 2016
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<p>Telephone No. – No de téléphone</p> <p>(____) _____</p> <p>Fax No. – No de télécopieur</p> <p>(____) _____</p>	<p>Telephone No. – No de telephone</p> <p>(613) 219-8366</p> <p>Fax No. – No de télécopieur</p> <p>(613) 960-6026</p>		
<p>Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire</p> <p>_____</p> <p>Name and title/Nom et titre</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p> <p>_____</p>	<p>Destination - Destination See herein / Voir dans ce document</p> <p>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.</p>		



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BID SOLICITATION FOR UNINTERRUPTIBLE POWER SUPPLIES FOR SHARED SERVICES CANADA

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus 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, and Insurance 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 the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Supply Chain Security Information, and Reference Diagrams.

There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security, and Insurance Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult: “Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders” (<http://www.tpsgc-pwgsc.gc.ca/app-acq/stamgp-lamsmp/edt-f35-sow-06-eng.html>)

2. Summary

Shared Services Canada (SSC) has a requirement for a minimum quantity of 225 Uninterruptible Power Supplies (UPSs), to be delivered to a Shared Services Canada (SSC) facility as specified in the Contract in the National Capital Region (NCR):

- a. an initial quantity – a minimum of 50 UPSs, to be delivered by March 24, 2017 (exact quantity to be confirmed after contract award), Canada reserves the right to defer delivery of some of these UPSs to a later date;
- b. the remaining quantity of the 225 UPSs including the quantity deferred from (a.) above, to be delivered by December 31st, 2017;
- c. the option to purchase additional UPSs throughout the Contract period, from Contract award to March 31, 2020, with 2 additional one-year option periods;



The UPS must be able to operate in difficult environmental conditions (humidity, dust, failover to generator, etc.) and must provide protection against power failures, power fluctuations (over and under voltages), power surges, frequency variations, electrical line noises, switching transients and harmonic distortion.

Only one contract will be awarded pursuant to this solicitation.

Potential Client Users: This solicitation is being issued by SSC. It is intended that the contract resulting from any subsequent solicitation will be used by SSC to provide shared services to one or more of its clients. SSC's clients include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC's services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time. This procurement process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs.

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.

There is a supply chain integrity requirement associated with this requirement, see Part 2, Part 3, Part 4, and Part 7 for additional information.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.”

3. Debriefings

After the contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 calendar 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 the 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.

2003 (2016-04-04) 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).

- i. 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”
- ii. Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - a) Delete: sixty (60) days
 - b) Insert: ninety (90) days

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

- iii. Section 6 is replaced by the following:

SSC will return bids delivered after the stipulated bid solicitation closing date and time.
- iv. Section 7 is deleted in its entirety.

1.1 SACC Manual Clauses

Standard Procurement Clauses

A3015T (2014-06-26) Certifications - Bid, is incorporated by reference into and form part of the bid solicitation.

B1000T (2014-06-26) Condition of Material - Bid, is incorporated by reference into and form part of the bid solicitation.

B1501C (2006-06-16) Electrical Equipment, is incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

2.1 Bids must be submitted to the Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.

2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted. Therefore, submissions must be mailed or couriered. Arrangements must be made with the Contracting Authority at least 2 days in advance of the RFP closing date stated on the front page. A 2 hour time slot will be provided by the Contracting Authority to accept the hand delivered response to the RFP. The last time



slot will be no later than 12:00PM to 2:00PM of the Solicitation closing date. Bidders will be responsible to deliver their response in the time slot provided by the Contracting Authority.

2.3 Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid.

3. Enquiries - Bid Solicitation

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

Bidders should reference 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. Non-Disclosure Agreement

By submitting a response, the Bidder agrees to the terms of the non-disclosure agreement below (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 whether or not that information is labeled as classified, 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 security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Bidder agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
- (d) 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.
- (e) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at RFP stage, or immediate termination of the resulting Contract. 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.
- (f) This Non-Disclosure Agreement remains in force indefinitely.

5. Applicable Laws



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

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. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.



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 (2 hard copies) and (2 soft copies) by CD or DVD;

Section II: Financial Bid (1 hard copy), and (2 soft copies) by CD or DVD;

Section III: Certifications (1 hard copy), and (2 soft copies) by CD or DVD; and

Section IV: Supply Chain Security Information (2 soft copies) by CD or DVD.

If there is a discrepancy between the wording of the soft copy and the hard copy (if there is a hard copy), the wording of the hard copy will have priority over the wording of the soft copy.

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

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

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. 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
- iv. include a table of contents.

1.2 Canada's Policy on Green Procurement: 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. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

1.3 Submission of Only One Bid from a Bidding Group:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider. [or, instead of the final sentence, insert: If the members of a bidding group participate in more than one bid, Canada will set aside all the bids.]
- ii. For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
- iii. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- iv. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;



- v. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- vi. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

1.4 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.

2. Section I: Technical Bid

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

The technical bid must 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 each of the technical requirements described in the Technical Mandatory Specifications in Annex A – Statement of Work. The technical bid must clearly reference each *M#*, and must clearly identify where to locate supporting documentation their bid is referring to (tab#, document name, page #, section #, etc.). All reference must be highlighted and underlined in the documentation. 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. Supporting documentation must be annotated for quick lookup.

All technical documentation must be provided with the bid submission. No new documentation or updates to the documentation are permitted after closure of bidding stage.

Subject Matter Expert opinion will not be accepted as proof of passing each *M#*.

Bid Submission Form: Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

3. Section II: Financial Bid

Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.



All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to 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.

4. Section III: Certifications

Bidders must submit the certifications required under Part 5.

5 Section IV: Supply Chain Security Information (SCSI) Requirement

A complete SCSI response consists of the following:

- i. An IT Product List
- ii. List of subcontractors



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 supply chain integrity process, and the technical and the financial 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:
 - i. **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.
 - ii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

2. Supply Chain Integrity (SCI) Process

A. Definitions

The following words and expressions used in this Supply Chain Integrity Process have the following meaning:

- i. "Products" means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
- ii. "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
- iii. "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
- iv. "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.
- v. "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- vi. "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

B. Mandatory Qualification Submission Requirements

A supply chain scope diagram is attached at Annex E to provide a visual representation of the Supply Chain Security Information (SCSI) requirement which the Bidders, must provide.

Bidders must submit, with their Response on the RFP closing date, the following SCSI:

- i. **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:



- a) Location: identify where the Product is interconnected within 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 center, security operations center, internet or other public network peering points, etc.);
- b) Product Type: identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer 3 internetworking devices;
- c) IT Component: identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc.;
- d) Product Model Name or Number: identify the advertised name or number of the Product by the Product Manufacturer;
- e) 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;
- f) Identify the Product Manufacturer and/or Software Publisher;
- g) Name of Subcontractor refers to the subcontractor that will provide the Product.

Bidders are requested to provide the IT Product List information on the form at Annex D. It is requested that the Bidders indicate their legal name on each page and insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to 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 are considered the same Product with regards to SCSI).

- ii. **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services described in the draft Statement of Work. The network diagrams are only required to include portions of the Bidder's network (and its subcontractor's network(s)) over which Canada's Data, would be transmitted in performing any resulting contract. As a minimum the diagram must show:
 - a) The following key nodes for the delivery of the services under the resulting contract of this solicitation process, if applicable the role of the Bidder or subcontractor;
 - i. Service delivery points;
 - ii. Core network
 - iii. Subcontractor network (specifying the name of the subcontractor as listed in the List of Subcontractors);
 - b) The node interconnections, if applicable
 - c) Any node connections with the Internet; and
 - d) For each node, a cross-reference to the product that will be deployed within that node, using the line item number from the IT Product List.
- iii. **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:
 - a) The name of the subcontractor;
 - b) The address of the subcontractor's headquarters;
 - c) The portion of the Work that would be performed by the subcontractor; and
 - d) 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 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, the Bidder is requested to indicate this in its response.

Bidders are requested to provide their information on the form at Annex D. It is requested that Bidders indicate their legal name on each page, insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each subcontractor and additional rows as may be necessary.

B. Assessment of Supply Chain Security Information

- i. 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.
- ii. 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 response 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 response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- iii. If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, 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:
 - (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 10 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 response will be disqualified.



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- iv. 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 this RFP 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 the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - (b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - (c) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - (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.
- v. Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- vi. Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

3. Technical Evaluation - Mandatory Technical Requirements

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. 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.

Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.

The mandatory requirements are described in Annex A.

Proof of Proposal Test for Top-Ranked Bid:

- i. Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A. The PoP test will take place at a



site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A. Canada will provide a 2-business day advance notice to the top-ranked Bidder for the time and location of this PoP test.

- ii. Canada will then conduct the PoP test. Up to 2 representatives of the Bidder may be present if required by Canada during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 5 days.
- iii. Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet all the mandatory requirements of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified and next top-ranked bidder will be evaluated as per above (i-ii).
- iv. Canada reserves the right to initiate the evaluation of the next top-ranked bidder before the completion of the evaluation for the top-ranked bid. Canada is not obligated to complete this evaluation if the top-ranked bid is successful in the PoP test.

4. Financial Evaluation

The financial evaluation will be conducted by calculating an “**Effective Price**” for each bidder by the following method:

The values will be based on the values as submitted by the bidders as per the tables in Annex B. Table 1, 2, or 3 below are referring to the tables in Annex B.

Firm Unit Price in Table 1 = A

Firm Unit Price before Volume Discount for Year 4 in Table 2 = B

Firm Unit Price before Volume Discount for Year 5 in Table 2 = C

Volume Discount Percentage for quantity from 226 to 325 in Table 3 = D

Volume Discount Percentage for quantity from 326 to 425 in Table 3 = E

Volume Discount Percentage for quantity from 426 to 525 in Table 3 = F

Volume Discount Percentage for quantity from 526 to 625 in Table 3 = G

Volume Discount Percentage for quantity of 626 or more in Table 3 = H

Effective Price for bidder = $(A \times 77\%) + (B \times 1\%) + (C \times 1\%) + [(100\% - D) \times A \times 10\%] + [(100\% - E) \times A \times 5\%] + [(100\% - F) \times A \times 3\%] + [(100\% - G) \times A \times 2\%] + [(100\% - H) \times A \times 1\%]$

A Financial Bid Worksheet has been provided as Form 3 of this RFP to demonstrate how the Effective Price is calculated.

5. Basis of Selection

A bid must be qualified pursuant to the SCI process, 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 Effective Price will be recommended for award of a contract.

If more than one bidder is ranked first because of identical overall scores, then the following tie-breaking method will apply, in the following order:

1. The bidder who proposed the UPS that has the most Output Power in Watts; if it is still tied, then
2. The bidder who proposed the UPS that has the least weight including batteries, step-down transformers, external surge-suppression device and shipping crate; if it is still tied, then
3. The bidder who proposed the UPS that takes the shortest time to charge its batteries after a full depletion of the batteries.



PART 5 – CERTIFICATIONS

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

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

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

1. Code of Conduct and Certifications - Related documentation

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.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

3. OEM Certification

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



- iii. For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software.

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

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.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.



PART 6 – SECURITY, AND INSURANCE REQUIREMENTS

1. Security Requirements

1.1 Before bid closing, the following conditions must be met:

- (a) The Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses.
- (b) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses
- (c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 For additional information on security requirements, bidders should consult the Security Requirements for PWGSC Bid Solicitations – Instructions to Bidders (<http://www.tpsgc-pwgsc.gc.ca/app-acq/stampg-lamsmp/edt-f35-sow-06-eng.html>).

1.3 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

2. Insurance Requirements

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



PART 7 - RESULTING CONTRACT CLAUSES

Part 7 of this solicitation is intended to form the basis for any resultant contract. To the extent possible, these Articles are written as they would appear in any resultant contract.

The Clauses, Terms and Conditions of Part 7 shall be requirements of any resulting Contract. Explicit, unqualified acceptance of these Articles, in their entirety, as they appear in Part 7 is a mandatory requirement of this solicitation.

These Articles may be amplified by SSC in any resultant Contract to provide additional descriptive or pricing information that may be provided in a proposal to SSC.

Bidders shall not amend the following clauses, terms and conditions in any way, including the addition of a new provision which may have the effect of derogating from a mandatory provision.

1. Requirement

1.1 _____ (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work and Technical Mandatory Specifications, in accordance with, and at the prices set out in, the Contract. This includes:

- i. supplying the purchased Hardware;
- ii. providing the Hardware Documentation;
- iii. providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
- iv. granting the license to use the Licensed Software described in the Contract;
- v. providing the Software Documentation;
- vi. providing maintenance and support for the Licensed Software during the Software Support Period;

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

Client: Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

1.2 **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.

1.3 **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. Also, the following words and expressions have the following meanings:



any reference to a “**deliverable**” or “**deliverables**” includes the Hardware, and the license to use the Licensed Software;

1.4 **Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A Statement of Work of the Contract under the same terms and conditions and at the prices 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 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.

2. **Standard Clauses and Conditions**

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

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

2.1 **General Conditions**

2030 (2016-04-04), General Conditions – Higher Complexity - Goods, are incorporated by reference into 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”

Section 22 of the General Conditions is amended as follows: replace “12 months” with “60 months”.

2.2 **Supplementary General Conditions**

- i. 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:
- ii. 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- iii. B1501C (2006-06-16) Electrical Equipment;

is incorporated by reference into and form part of the Contract.

3. **Security Requirements**

The requirements for the following security (SRCL and related provisions) apply to and form part of the contract.

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).



The contractor and/or its employees must maintain a valid security screening at the level of SECRET, granted by Canada and approved by Shared Services Canada.

The contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).

The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.

The contractor and its employees must comply with the provisions of the:

- a) Justice Canada – Security of Information Act (Latest Edition);
- b) Industrial Security Manual (Latest Edition).

4. Contract Period

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 on March 31, 2020; and
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

4.1 Option to Extend the Contract:

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 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 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.

For clarity, the Contract Period is divided as follows:

Year 1: Contract award until March 31, 2018

Year 2: April 1, 2018 to March 31, 2019

Year 3: April 1, 2019 to March 31, 2020

Optional Year 4: April 1, 2020 to March 31, 2021

Optional Year 5: April 1, 2021 to March 31, 2022

5. Delivery

- (a) An initial quantity – a minimum of 50 UPSs, to be delivered by March 24, 2017 (exact quantity to be confirmed after contract award), Canada reserves the right to defer delivery of some of these UPSs to a later date.
- (b) The remaining quantity of the initial 225 UPSs including the quantity deferred from (a.) above, to be delivered by December 31, 2017.
- (c) Additional quantities to be delivered within 30 days from the issuance of a Contract Amendment by the Contracting Authority.

6. Authorities



6.1 Contracting Authority

The Contracting Authority for the Contract is:

NAME: Eleanor Cesare
ADDRESS: 13th Floor, 180 Kent Street, Ottawa, Ontario, K1P 0B6, Canada
TELEPHONE NUMBER: (613) 219-8366
FAX NUMBER: (613) 960-6026
E-MAIL ADDRESS: eleanor.cesare@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.

6.2 Technical Authority

(The Technical Authority for the Contract will be provided at the contract award.)

The Technical Authority for the Contract is:

Name: _____
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 Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

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

7. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

8. Payment

8.1 Basis of Payment



Purchased Hardware and Software: For providing the Hardware and Software, including warranty, delivery, and maintenance and support in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

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.

9. Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

10. Limitation of Expenditure

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

11. Payment Credits

11.1 Late Delivery: If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada as follows:

- i. the Contractor must provide a credit of 1% for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.

11.2 Credits Apply during Entire Contract Period: The Parties agree that the credits apply throughout the Contract Period,

11.3 Credits represent Liquidated Damages: The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

11.4 Canada's Right to Obtain Payment: The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

11.5 Canada's Rights & Remedies not Limited: The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

11.6 Audit Rights: The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems



for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

12. Advance shipping notice

The Contractor should submit an advance shipping notice through the SSC P2P portal to notify SSC of the pending delivery of the goods under this Contract within 24 hours after shipping the goods. For ongoing or continuing services, the advance shipping notice will not be necessary as the Contractor must provide monthly invoices in accordance with the invoicing instructions provided in the Contract.

13. Invoicing Instruction

The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.

For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.

If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

14. 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 term of the Contract. 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, pursuant to the default provision of the Contract, to terminate the Contract for default.

Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and ESDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

15. Applicable Laws

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

16. Priority of Documents

If there is a discrepancy between the wordings 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) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;



- (b) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:
- (c) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (d) B1501C (2006-06-16), Electrical Equipment
- (e) 2030 (2016-04-04), General Conditions – Higher Complexity – Goods, as amended;
- (f) Annex A, Statement of Work;
- (g) Annex B, Basis of Payment;
- (h) Annex C, Security Requirements Check List;
- (i) Annex D, SCSI Submission Form;
- (j) Annex E, SCI Scope Diagram;
- (k) Annex F, Reference Diagrams
- (l) The Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

17. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

17. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

18. Insurance

SACC Manual clause G1005C (2006-01-28), Insurance

19. Limitation of Liability

Limitation of Liability - Information Management/Information Technology

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 0.5 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 million.

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 million, 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 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.



20. Supply Chain Security Clauses

- “Product” means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.
- “Workplace Technology Devices” means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
- “Canada’s Data” means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- “Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

20.1 On-going Supply Chain Integrity Process

20.1.1 Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor’s Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

- 20.1.1.1 an IT Product List;
- 20.1.1.2 a list of subcontractors; and
- 20.1.1.3 network diagram(s).

This SCSI is included as Annex D. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

20.1.2 Assessment of New SCSI: During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex D. In that regard:

20.1.2.1 The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.

20.1.2.2 The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its “technology roadmap” or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.



20.1.2.3 Canada reserves the right to conduct a complete, independent security assessment of all new SCSIs. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

20.1.2.4 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 provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSIs.

20.1.3 Identification of New Security Vulnerabilities in SCSIs already assessed by Canada:

20.1.3.1 The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

20.1.3.2 The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSIs that have already been the subject of an SCSIs assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

20.1.4 Addressing Security Concerns:

20.1.4.1 If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.

20.1.4.2 At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

20.1.4.2.1 provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;

20.1.4.2.2 if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and

20.1.4.2.3 implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

20.1.4.3 Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making



a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

20.1.5 Cost Implications:

20.1.5.1 Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:

20.1.5.1.1 with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;

20.1.5.1.2 with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;

20.1.5.1.3 evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;

20.1.5.1.4 the normal useful life of the Product;

20.1.5.1.5 any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;

20.1.5.1.6 the normal useful life of the proposed replacement Product;

20.1.5.1.7 the time remaining in the Contract Period;

20.1.5.1.8 whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;

20.1.5.1.9 whether or not the Product being replaced can be redeployed to other customers;

20.1.5.1.10 any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;

20.1.5.1.11 any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and

20.1.5.1.12 the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

20.1.5.2 Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial



officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.

20.1.5.3 Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

20.1.6 General:

20.1.6.1 The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.

20.1.6.2 The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.

20.1.6.3 Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.

20.1.6.4 If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).

20.1.6.5 Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

20.2 Subcontracting

20.2.1 Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:

20.2.1.1 the name of the subcontractor;

20.2.1.2 the portion of the Work to be performed by the subcontractor;

20.2.1.3 the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;



20.2.1.4 the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;

20.2.1.5 completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion;
and

20.2.1.6 any other information required by the Contracting Authority.

20.2.2 For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

20.3 Change of Control

20.3.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

20.3.1.1 an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:

20.3.1.1.1 they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;

20.3.1.1.2 the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

20.3.1.1.3 the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

20.3.1.2 a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

20.3.1.3 a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and

20.3.1.4 any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

20.3.2 The Contractor must notify the Contracting Authority in writing of:

20.3.2.1 any change of control in the Contractor itself;



20.3.2.2 any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and

20.3.2.3 any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

20.3.3 In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

20.3.4 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

20.3.5 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

20.3.6 In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

20.3.7 Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

21. Joint Venture Contractor

21.1 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].

21.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:



21.2.1 _____ 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;

21.2.2 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

21.2.3 all payments made by Canada to the representative member will act as a release by all the members.

21.3 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.

21.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

21.5 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.

21.6 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.

22. 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)	No
Delivery Location	TBD
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	Yes
Hardware Documentation must include maintenance documentation	Yes
Parts Supplied as part of Hardware Maintenance Service	All parts must be new.
Contractor must Install Hardware at time of Delivery	No
Contractor must Integrate and Configure Hardware at time of Installation	No
Hardware is part of a System	No
Availability-level Testing will be performed before Acceptance	No
Hardware Warranty Period	Despite 4001, the Hardware Warranty Period under Part V is 60 months
Class of Maintenance Service	Return-to-Depot Maintenance Service On-Site Maintenance Service
Toll-free Telephone Number for	[to be completed with information from the Contractor at the



Maintenance Service	time of award] in English and, if available, in French.
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

23. Purchased Hardware:

The Hardware must be delivered together with any software specified in the Contract or required for the Hardware to function in accordance with the Specifications (the “Licensed Software”). With respect to the Licensed Software:

23.1 It must be the current release and, unless otherwise specified, require no further research or development to meet the Specifications;

23.2 It must be supported by, and fully compatible with, the Hardware up to the limit of the Hardware’s expansion capability. The Contractor must completely integrate and interface the Licensed Software with the Hardware before acceptance;

23.3 The Contractor grants a single, perpetual, non-exclusive license to Canada for the Client for each unit of UPS to use the Licensed Software in accordance with the Contract. This license allows the Client to install, copy, deploy and use the Licensed Software.

24 Delivery-Specific Deliverable Substitutions of Hardware

24.1 If the Contractor is unable to provide a specific item of Hardware ordered under the Contract and wishes to offer a substitute in respect of that order, the Contractor must submit a request to the Contracting Authority together with a certificate that the proposed substitute item meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product must 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.

24.2 The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.

24.3 The ability to propose a substitute for a specific delivery does not relieve the Contractor of its obligation to make delivery within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

25 Deliverable Alternatives for Hardware

25.1 The Contractor may propose an alternative for an existing Hardware product listed in the Contract, as long as the proposed alternative meets or exceeds the specification(s) of the existing product for which the new product is being offered as an alternative and the price for the 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.

25.2 The proposed alternative product 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.).

25.3 The alternative item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the alternative is acceptable. Whether or not to accept or reject a proposed alternative is entirely within the discretion of Canada. If Canada does not accept a proposed alternative, the Contractor must continue to deliver the original product. If accepted, the addition of the 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.

25.4 The ability to propose an alternative 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 by the Delivery Date, regardless of whether or when the proposed substitution is approved.

26 Extension of Existing Product Line

26.1 During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new 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 plus 5%;
- 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.

26.2 The proposed new product 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.).

26.3 Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.

26.4 No new products will be included in the Contract until one year after the Contract is awarded.



ANNEX A

STATEMENT OF WORK

OBJECTIVE:

The contractor will deliver new Uninterruptible Power Supplies (UPSs) to a Shared Services Canada (SSC) facility as specified in the Contract in the National Capital Region (NCR). After receiving the UPSs, SSC will be responsible for the delivery and installation of the UPSs in each of the Canadian data centres worldwide. This does not preclude SSC from procuring additional quantities for other needs for the Government of Canada.

SCOPE:

1. SSC has a requirement for a minimum of 225 UPSs with the ability to procure additional UPSs throughout the contract period.
2. The UPS must be able to operate in difficult environmental conditions (humidity, dust, failover to generator, etc.) and must provide protection against power failures, power fluctuations (over and under voltages), power surges, frequency variations, electrical line noises, switching transients and harmonic distortion.
3. All UPSs are to be delivered to the NCR. However, if Canada has a need to deliver the UPSs to a location in another area in Canada, the Contractor may add the difference in cost of delivery to the order after obtaining confirmation from the Contracting Authority.

TASKS

DELIVER NEW UPS:

1. The initial delivery must be made between the contract award date and March 24, 2017; however, at Canada's request, the Contractor must be prepared to store a varying number of UPS at its facility at no cost to Canada between the contract award date and December 31, 2017. Regular delivery schedule will be agreed to with the Contractor.
2. Contractor must deliver a UPS with batteries fully charged prior to delivery;
3. Contractor must deliver a UPS that includes all components installed and tested as requested in the RFP.
4. Contractor must deliver a UPS configured with the right input voltage (list of required voltages provided to contractor by SSC).
5. Contractor must provide all software, documentation, training materials and firmware for the UPS product line. All related documentation must be available electronically in English and, if available, French via Internet at no cost for the warranty period of the UPS.

PROVIDE SOFTWARE SUPPORT:

1. Contractor must provide the software maintenance and support, and the documentation required to configure the equipment throughout the warranty period of the UPS.

PROVIDE WARRANTY SUPPORT:

1. Contractor must provide a single toll-free telephone number "hotline" that SSC can call for assistance with problems. This hotline must be available from 9:00 A.M. UNTIL 5:00 P.M. EASTERN STANDARD TIME ON



WEEKDAYS, EXCLUDING STATUTORY HOLIDAYS. The hotline must be staffed by individuals who are knowledgeable with the system provided by Contractor and who can provide support information and advice to users in English and, if available, French.

2. Contractor must provide a unique reference number for each problem reported to the Technical Support for tracking purposes.
3. Contractor must provide a Service Level Agreement (SLA) with a maximum response time of 5 business days for repair or replacement parts and/or components, in Canada, at no additional cost to SSC.
4. Contractor must provide repair of all defective parts of the UPS Solution under warranty. The contractor has the choice of repairing the defective parts at SSC's facility or request that SSC ship the defective parts to the closest Contractor repair facility in Canada at no additional cost to SSC. SSC must not be required to extract defective parts from an enclosure.

TRAVEL:

No travel will be required on behalf of SSC by the contractor. Service must be provided in the NCR.

CONSTRAINTS:

- 1) Contractor must have Government of Canada-approved security clearance as specified in the Contract
- 2) Contractor's staff must have Government of Canada-approved security clearances as specified in the Contract.
- 3) If a contractor requires logs for troubleshooting purposes, SSC will sanitize any sensitive information from the logs before it is provided to the Contractor.

MEETINGS:

Not applicable.



TECHNICAL MANDATORY SPECIFICATIONS

Requirement #	Category	Mandatory Features for UPS Solution	Will be removed in the final resulting contract				
			Met	Not met	<ul style="list-style-type: none"> Cross reference to proposal (tab#, document name, page #, section #, etc.) All reference must be highlighted and underlined in the documentation 	<p>Evaluation Method Note to Bidders:</p> <ul style="list-style-type: none"> The initial evaluation will be done by verifying against the bidder's technical bid only. For any evaluation that requires testing validation, it will be done in accordance with the Proof of Proposal Test 	Evaluation Guide
M1	Support	Free Product Technical Support must be available by toll-free phone call during normal business hours (between 09:00H and 17:00H Eastern Standard Time) for field product information and troubleshooting. English, and if available, French.				<p>Confirm in documentation provided</p>	<p>PASS: Documentation clearly states that Free Product Technical Support is available by phone during normal business hours (between 09:00H and 17:00H Eastern Standard Time) for field product information and troubleshooting.</p> <p>FAIL: Documentation doesn't clearly state that Free Product Technical Support is available by phone during normal business hours (between 09:00H and 17:00H Eastern Standard Time) for field product information and troubleshooting.</p>



M2	Support	A unique reference number must be provided for each problem reported to Technical Support for tracking purposes. Details of the Technical Support tracking process must be provided.				Confirm in documentation provided	<p>PASS: Documentation clearly states that a unique reference number will be provided for each problem reported to Technical Support for tracking purposes. Details of the Technical Support tracking process are provided.</p> <p>FAIL: Documentation doesn't clearly state that a unique reference number will be provided for each problem reported to Technical Support for tracking purposes. Details of the Technical Support tracking process are not provided.</p>
M3	Support	The Vendor must be an approved source for sales, service and warranty by the manufacturer in Canada.				Confirm in documentation provided	<p>PASS: Documentation clearly states that the Vendor is an approved source for sales, service and warranty by the manufacturer in Canada.</p> <p>FAIL: Documentation doesn't clearly state that the Vendor is an approved source for sales, service and warranty by the manufacturer in Canada.</p>
M4	Support	The Original Equipment Manufacturer (OEM) must provide maintenance and technical support or it must designate an authorized dealer in Canada which can provide maintenance and technical support.				Confirm in documentation provided	<p>PASS: Documentation clearly states that the Original Equipment Manufacturer (OEM) provides maintenance and technical support or it must designate an authorized dealer in Canada.</p> <p>FAIL: Documentation doesn't clearly state that the Original Equipment Manufacturer (OEM) provides maintenance and technical support or it must designate an authorized dealer in Canada.</p>



M5	Support	The UPS (including surge protection solution and step-down transformer) must come with a minimum 5-year comprehensive warranty including parts and labour. The UPS batteries must come with a minimum 5-year replacement warranty. Any replacement under these warranties must be new, not refurbished.				Confirm in documentation provided	PASS: Documentation clearly states that the UPS (including surge protection solution and step-down transformer) comes with a minimum 5-year comprehensive warranty including parts and labour. Documentation clearly states that UPS batteries come with a minimum 5-year warranty. FAIL: Documentation doesn't clearly state that the UPS (including surge protection solution and step-down transformer) comes with a minimum 5-year comprehensive warranty including parts and labour. Documentation doesn't clearly state that UPS batteries come with a minimum 5-year warranty.
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M6	Support	The Vendor must provide a Service Level Agreement (SLA) with a maximum response time of 5 business days for repair or replacement of parts and/or components, in Canada, and at no cost to Shared Services Canada (SSC). The SLA period will include transportation of any items to/from the Vendor's repair facilities and the location of the SSC equipment being serviced in Canada and at no cost to Shared Services Canada (SSC).				Confirm in documentation provided	PASS: Documentation clearly states that the Vendor Service Level Agreement (SLA) is a maximum response time of 5 business days for repair or replacement of parts or components, in Canada and at no cost to Shared Services Canada (SSC) PASS: Documentation clearly states the SLA period will include transportation of any items to/from the Vendor's repair facilities and the location of the SSC equipment being serviced in Canada and at no cost to Shared Services Canada (SSC). FAIL: Documentation doesn't clearly state that the Vendor Service Level Agreement (SLA) is a maximum response time of 5 business days for repair or replacement of parts or components, in Canada and at no cost to Shared Services Canada (SSC) FAIL: Documentation doesn't clearly state the SLA period will include transportation of any items to/from the Vendor's repair facilities and the location of the SSC equipment being serviced in Canada and at no cost to Shared Services Canada (SSC).
M7	Support	Vendor must provide the Material Safety Data Sheet (MSDS) for the UPS batteries.				Confirm in documentation provided	PASS: Material Safety Data Sheet (MSDS) for the UPS batteries is provided. FAIL: Material Safety Data Sheet (MSDS) for the UPS batteries is not provided.



M8	Software	All software, documentation, training materials and firmware for the UPS product line and related accessories must be available electronically in English and, if available, in French via Internet at no cost for the lifetime of the UPS.				Confirm in documentation provided	PASS: Bid documentation clearly states that all software, documentation, training materials and firmware for the UPS product line and related accessories will be available electronically in English and, if available, in French via the Internet at no cost. FAIL: a) software, documentation, training materials and firmware for the UPS product line and related accessories is not available electronically via the Internet or is not in English and, if available, in French or is not free. b) Bid documentation does not clearly state that all software, documentation, training materials and firmware for the UPS product line and related accessories will be available electronically in English and, if available, in French via the Internet.
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<p>M9</p>	<p>Software</p>	<p>Provide a software solution that allows scalable centralized monitoring of distributed UPS devices that has all the following features:</p> <ul style="list-style-type: none">a) Must include technical support and software upgrades at no additional cost for 5 years.b) Must support access by multiple users from multiple subnets on the network.c) Must be capable of monitoring and managing up to 400 UPS on multiple subnets on the network.d) Must be compatible with Windows Server 2008R2, 2012R2 or as a VMware appliance.e) Must provide visual alarm notificationsf) Must have the ability to organize multiple devices into administrator-defined groups.				<ul style="list-style-type: none">a) Confirm with documentationb) Confirm with documentationc) Confirm with documentationd) Confirm with documentatione) Switch the UPS to bypass mode and view generated alerts in web interfacef) Category or list can be created that contains multiple UPS	<p>PASS:</p> <ul style="list-style-type: none">a) Monitoring solution is centralized, scalable and includes technical support and software upgrades at no additional cost for 5 years.b) Monitoring solution supports access by multiple users from multiple subnets on the network.c) Monitoring solution supports up to 400 UPS on multiple subnets on the network.d) Monitoring solution is compatible with Microsoft Windows Server 2008R2 or 2012R2 or is available as a VMWare appliance.e) Alarm notifications can be observed when on bypass (visual and email)f) Can group multiple devices in an administrator-defined category <p>FAIL: if any of the above are not met.</p>
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M10	Software	<p>The following configurations must be supported by the UPS solution:</p> <ul style="list-style-type: none">* VMware ESXi versions 5.0, 5.5 and 6.0, and vCenter versions 5.0, 5.5 and 6.0 with the latest patches from VMware installed at time of RFP close.* The VMware ESXi hosts are active members of a vCenter HA-enabled cluster with multiple VMWare ESXi hosts. Use of VMware unsupported configurations for HA-enabled clusters (such as but not limited to enabling Virtual Machine Start-up/Shutdown actions in the ESXi configuration) is not permitted.* The VMware ESXi hosts are managed by a centralized vCenter server. Communication between the vCenter server and ESXi hosts may not be possible during a power/network outage therefore reliance on the vCenter server or other central management software by the proposed solution is not permitted.* SSH is disabled on the VMWare ESXi hosts by security policy. Enabling SSH on the ESXi hosts is not permitted.* Configuration modifications to the VMs (including but not limited to installation of UPS agents or other software or modification of currently installed VMWare Tools.) running on the ESXi hosts (and being				Testing will be performed as stated in M11	Pass and Fail testing will be the same as stated in M11
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		shutdown/suspended by the solution) are not permitted. * Solution must not rely on a separate physical device.					
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<p>M11</p>	<p>Software</p>	<p>When power interruptions occur, the UPS solution must be capable of performing all of the following: *an orderly shutdown or suspension of VMs on a physical VMWare ESXi host *an orderly shutdown of the ESXi host itself *an orderly shutdown of Linux, Windows 2008R2 and Windows 2012R2 physical servers. * Any software required for the solution (management/monitoring/control software, etc.) must be supplied as a pre-configured ready-to-run virtual appliance (OVA/OVF format) VM and/or an installer package which is supported for installation on Windows 2008 R2, Windows 2012 R2 VM or VMWare VMA. Running the solution VM on an ESXi host which is being shut down by the solution must be supported. * Powering off of VMs or ESXi hosts rather than performing a proper OS-supported shutdown (guest OS shutdown, ESXi host shutdown) or suspension (VMware VM Suspend) procedure is not permitted.</p>				<p>Testing will be performed to validate the functioning of the solution as per the requirements. Testing may be performed on one, some or all of the vCenter and ESXi versions, as well as the operating systems noted at the evaluator's discretion. Specifically the following configuration will be used</p> <ul style="list-style-type: none"> • 1 x vCenter server, 2 x ESXi hosts, up to 20 VMs per ESXi host (running Linux (RHEL, SuSE), Windows (2008 R2, 2012 R2)) • 1 x management/monitoring/control VM as required by the UPS solution <p>Tests to be performed when the Vcenter is available: 1. Remove power from the UPS. Confirm that VMs running on both ESXi hosts are shutdown/suspended in an orderly fashion</p>	<ul style="list-style-type: none"> o Pass: VMs are shutdown or suspended o Fail: VMs are not shutdown or suspended, VMs or ESXi hosts are powered off without being shutdown/suspended o Pass: VMs are restarted/un-suspended without any OS notifications of a "dirty" or unexpected shutdown, or any file system issues indicating they were powered off improperly o Fail: Some/all VMs do not restart/un-suspend, some/all VMs report a "dirty" or unexpected shutdown, or any file system issues o Pass: VMs are shutdown or suspended o Fail: VMs are not shutdown or suspended, VMs or ESXi hosts are powered off without being shutdown/suspended o Pass: VMs are restarted/un-suspended without any OS notifications of a "dirty" or unexpected shutdown, or any file system issues indicating they were powered off improperly o Fail: Some/all VMs do not restart/un-suspend, some/all VMs report a "dirty" or unexpected shutdown, or any file system issues
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						<p>2. Restore power to UPS after #1 above. Confirm that VMs that were previously running (prior to #1) are restarted/un-suspended</p> <p>Tests to be performed when the Vcenter is unavailable:</p> <p>1. Remove power from the UPS. Confirm that VMs running on both ESXi hosts are shutdown/suspended in an orderly fashion</p> <p>2. Restore power to UPS after #1 above. Confirm that VMs that were previously running (prior to #1) are restarted/un-suspended</p>	
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M12	Power-Protection	The UPS must be capable of tolerating overloads of : a) 150% of maximum input voltage for a minimum of 10 seconds in Inverter mode b) 125% of maximum input voltage for 30 seconds in Inverter mode				a) Confirm in documentation that the UPS can tolerate an input of 150% of maximum input voltage for a duration of 10 seconds in inverter mode. b) Apply an input of 125% of maximum input voltage for a duration of 30 seconds in inverter mode.	PASS: UPS is capable of sustaining the equipment without failure for all scenarios (a,b) a) Documentation clearly states that the UPS can tolerate an input of 150% of maximum input voltage for a duration of 10 seconds in inverter mode. b) Sustains an input of 125% of maximum input voltage for a duration of 30 seconds inverter mode. FAIL: Unable to sustain the applied input voltage for the specific duration. One(1) or more criteria are not met
M13	Power-Protection	The UPS must be capable of providing battery backup for a minimum of 7 minutes under a 4000W load.				Place a load of 4000W at the output and remove the input power. Measurement of time elapsed for 7 minutes.	PASS: UPS sustained the load for 7 minutes. FAIL: UPS did not sustain the load and failed prior to the 7 minute mark.



M14	Power-Protection	The UPS must be capable of tolerating a multiple successive power loss scenario.			Place a load of 60% of maximum output power and simulate successive power losses by: Removing input power for 10 seconds immediately followed by Re-applying input power for 10 seconds immediately followed by Removing input power for 10 seconds immediately followed by Re-applying input power for 10 seconds immediately followed by Removing input power for 10 seconds immediately followed by Re-applying input power for 10 seconds immediately followed by Removing input power for 10 seconds immediately followed by Re-applying input power for 10 seconds immediately followed by Removing input power for 60 seconds immediately followed by Re-applying input power for 120 seconds immediately followed by Removing input power for 60 seconds immediately followed by	PASS: Capable of supporting the scenario described in the test plan. FAIL: Failed to support the scenario described in the test plan.
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<p>M15</p>	<p>Power- Protection</p>	<p>An external surge protection solution must be provided with each UPS to protect it against lightning, utility and site / premise-generated transients. The solution must have the following specifications:</p> <ul style="list-style-type: none">a) Surge current capability: 50kA (I_{imp})b) Nominal (or rated) discharge current: 20kA (I_n)c) Maximum Continuous Operating Voltage: 275 VACd) Minimum Operating frequency range: 47 Hz to 62 Hze) Minimum Operating Temperature Range: -5 ° C to +40 ° Cf) Minimum Relative Humidity Range: 5% to 90%g) Minimum Operating Elevation of 2000 Meters without deratingh) Compliant with UL 1449 3rd Edition or 4th Editioni) Reduction of Hazardous Substances (RoHS) Compliantj) Surge protection solution must not affect the functionality of the UPS.k) Surge protection device(s) must be contained within an enclosure to protect users/installers from contact with surge protection device(s) and any internal wiring carrying electricity.l) Enclosure must be equipped with an L6-30P input and an L6-30C output plug and must not require an electrician for installation.				<ul style="list-style-type: none">a) Confirm in documentation and visual inspectionb) Connect the supplied surge protection solution between the wall (L6-30P) and (L6-30R or C) UPS. Note any variations in functionality of the UPS.	<p>PASS:</p> <ul style="list-style-type: none">a) Documentation clearly states that the Surge protection device module complies with all specification items.b) Device does not require an electrician to be installed, comes with the required plugs and functionality of UPS is not affected. <p>FAIL: if any of the above are not met.</p>
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		<p>m) The enclosure must have external visual state indicator(s) to notify of end-of-life state of surge protection device(s) enclosed within it and of degradation of surge protection capacity.</p> <p>n) Surge protection device(s) must have built-in protection against all failure modes of its components including overcurrent and thermal breakdown.</p> <p>o) Device must not require external fuses or other external abatement measures (such as sand) to prevent or mitigate catastrophic breakdown.</p>					
M16	Power-Protection	<p>a) An internal single-phase Surge protection device that protects the UPS and load from lightning, utility and site / premise-generated transients, even when the UPS is in bypass mode, with a maximum surge current protection of at least 20KA at a working voltage of 275 VAC or higher must be supplied with the UPS.</p> <p>b) It must be compliant with</p>				<p>a) Confirm in documentation b) Visually inspect the label or component to ensure that the device complies with UL1449 3rd Edition. c) Confirm in documentation</p>	<p>PASS: a) Documentation clearly states that the internal single-phase Surge protection device module supports a maximum surge current protection of at least 20KA at a working voltage of 275 VAC or higher. b) Device is compliant with UL1449 3rd Edition c) Device is factory installed, requiring no user intervention.</p> <p>FAIL: if any of the above are not met.</p>



		UL1778 or IEEE ANSI C62.41. c) It must be factory-installed and should not require any user intervention.					
M17	Power-Output	The UPS must provide filtered output power at all times when the UPS is on. When power interruptions occur the transfer of power to the load must be instantaneous with no indication of a power failure. When power transfers do occur they must be made without frequency variations or passing surges and pulses to connected equipment. During normal operations, transfer time shall be 0 ms. In bypass mode, the transfer time must be less than 10 ms.				Confirm in documentation	PASS: Documentation clearly states: a) The time required to switch from Online mode to Battery-powered mode must be 0 ms. b) The time required to switch from Bypass mode to Online mode must be less than 10 ms. FAIL: Documentation doesn't clearly state: a) The time required to switch from Online mode to Battery-powered mode is not 0 ms. b) The time required to switch from Bypass mode to Online mode is not less than 10 ms.
M18	Power-Output	The UPS must have a minimum of 4 L6-20R output receptacles factory installed with fuse(s) or breaker(s). Providing a pair of Y cables (going from 2 L6-20R to 4 L6-20R) is acceptable.				Visually inspect and ensure that 4 L6-20R are installed or 2 L6-20R are installed with 2 pairs of Y cables are provided L6-20R to 2 L6-20R	PASS: 4 L6-20R are available or or 2 L6-20R are installed with 2 pairs Y cable to L6-20R are provided FAIL: 4 L6-20R are not available or or 2 L6-20R not installed and/or 2 pairs of Y cable to L6-20R are not provided



<p>M19</p>	<p>Power-Output</p>	<p>The UPS must have a minimum of 2 NEMA 5-15R or 5-20R (110-125V) output receptacles factory-installed. If an external step-down transformer is provided it must be OEM and meet the following criteria: a) The transformer provides a minimum of 1000W (110-125VAC) of output power. b) Connection between the UPS and the step-down transformer must be by means of a simple plug (not a terminal block) so that the services of an electrician are not required to connect the two devices. c) The transformer has at least two 2 NEMA 5-15R or 5-20R (110-125V) output receptacles. d) A Y cable must be provided if the transformer input occupies one of the L6-20R output receptacles on the UPS.</p>			<p>a) Visually inspect and ensure that 2 5-15R (110-125VAC) are available and already installed on the UPS. Measure the output of the 2 5-15R receptacles a multimeter and confirm they provide 110-125VAC. b) If step-down transformer supplied that it supports 1000W at 110-125VAC. c) If step down transformer supplied that the input power receptacle is a L6-20P d) If step-down transformer supplied verify that it has 2 5-15R or 2 5-20R (110-125VAC) output receptacles. Measure the output of the 2 5-15R or 2 5-20R with multimeter and confirm they provide 110-125VAC e) If step-down transformer provided, verify the L6-20P receptacle is directly attached to the transformer so that no electrician is required.</p>	<p>PASS: a) two or more 110-125V, NEMA 5-15R or or 5-20R output receptacles are factory installed on the UPS. or If step-down transformer provided: b) the documentation clearly states that the step-down transformer is rated for 1000W. c) The step-down transformer also has one(1) 220-240VAC, L6-20P input power plug. d) If step-down transformer supplied, it has two(2) 5-15R or 5-20R receptacles and the measured output is between 110-125VAC for each of the receptacles. e) If step-down transformer supplied, the L6-20P receptacle is directly attached to the transformer so that no electrician is required.</p> <p>FAIL: if any of the above are not met.</p>
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M20	Power-Output	<p>The UPS output voltage must be user selectable to work at 208 VAC and 240 VAC with voltage regulation equal to or less than +/- 3%.</p> <p>The user must be able to make the output voltage selection either from the front display panel or from the network management card web interface.</p> <p>If re-wiring is required to make the voltage selection, the vendor will make the change as per client requirements and label the voltage on the UPS base at no cost prior to delivery of the UPS.</p>				<p>a) 208 VAC output with minimum +/- 3% voltage regulation is selectable</p> <p>b) 240 VAC output with minimum +/- 3% G22voltage regulation is selectable</p> <p>c) Output voltage selection can be performed from the front display panel or from network management card web interface.</p> <p>d) If re-wiring required, ensure the UPS is wired and labelled to the requested voltage prior to testing</p>	<p>PASS:</p> <p>a) 208 VAC can be selected with minimum +/- 3% voltage regulation</p> <p>b) 240 VAC can be selected with minimum +/- 3% voltage regulation</p> <p>c) Voltage can be selected from the front display panel or from network management card web interface</p> <p>d) UPS is wired to requested voltage and labelled</p> <p>FAIL: one(1) or more criteria failed</p> <p>a) 208 VAC can't be selected with minimum +/- 3% voltage regulation</p> <p>b) 240 VAC can't be selected with minimum +/- 3% voltage regulation</p> <p>c) Voltage can't be selected from the front display panel and from network management card</p> <p>d) UPS is not wired to requested voltage and/or labelled</p>
M21	Power-Output	<p>The UPS must be able to supply a continuous output of 4000W or greater.</p>				<p>Apply an output load of 4000W for 1 hour.</p>	<p>PASS: UPS withstands 4000W for 1 hour without failure</p> <p>FAIL: Failure of the UPS under 4000W load</p>
M22	Power-Output	<p>The output power factor must be at least 0.85 at the rated output voltage.</p>				<p>Confirm in documentation</p>	<p>PASS: Documentation clearly states that the output power factor is at least 0.85 at the rated output voltage</p> <p>FAIL: Documentation doesn't clearly state that the output power factor is at least 0.85 at the rated output voltage</p>



M23	Power-Output	The output voltage Total Harmonic Distortion (THD) must be less than or equal to 3% at full load (4000W).				Confirm in documentation	<p>PASS: Documentation clearly states that the output voltage Total Harmonic Distortion (THD) is less than or equal to 3% at full load (4000W).</p> <p>FAIL: Documentation clearly states that the output voltage Total Harmonic Distortion (THD) is greater than 3% at full load (4000W).</p>
M24	Power-Output	The Crest factor must be 3 or more at full load.				Confirm in documentation	<p>PASS: Documentation clearly states that the Crest factor is 3 or more at full load</p> <p>FAIL: Documentation clearly states that the Crest factor is less than 3 at full load</p>
M25	Power-Output	The UPS must be able to operate at output frequencies of 50 or 60Hz.				a) Set the output frequency for 50 Hz b) Set the output frequency for 60 Hz	<p>PASS: a) Output frequency operates at 50 Hz b) Output frequency operates at 60 Hz</p> <p>FAIL: 1 or more criteria failed a) Output frequency doesn't operate at 50 Hz b) Output frequency doesn't operate at 60 Hz</p>
M26	Power-Input Power-Output	The UPS must come with a fully integrated true on-line double conversion input system with a pure sine wave output.				Confirm in documentation	<p>PASS: Documentation clearly states that the UPS come with a fully integrated true on-line double conversion input system with a pure sine wave output.</p> <p>FAIL: Documentation doesn't clearly state that the UPS come with a fully integrated true on-line double conversion input system with a pure sine wave output.</p>



M27	Power-Input	The input receptacle must be L6-30P				Visually inspect the input receptacle of the UPS.	PASS: The receptacle is L6-30P FAIL: The receptacle is not L6-30P
M28	Power-Input	The UPS must be equipped with a minimum six foot long input power cord.				Measure the length of the cable	PASS: Confirm the cable length is a minimum of 6 feet long FAIL: Cable length is less than 6 feet long
M29	Power-Input	The input must be Single-phase				Confirm in documentation	PASS: Documentation clearly states that the UPS has a single phase input FAIL: Documentation does not clearly state that the UPS has single phase input
M30	Power-Input	The Input Voltage Range must be equal to or greater than 180-275VAC in online mode at full (100%) output load.				Use a variable output voltage generator to test input voltage at 180, 208, 240, and 260 VAC	PASS: All test voltages are met FAIL: if any of the above are not met.
M31	Power-Input	The UPS must be able to operate in online mode with an input frequency in the range of 45-65 Hz and be auto-sensing.				Confirm in documentation	PASS: Documentation clearly states that the UPS must be able to operate with an input frequency between 45 -65 Hz auto sensing FAIL: Documentation doesn't clearly state that the UPS must be able to operate with an input frequency between 45 -65 Hz auto sensing.
M32	Power-Input	The Input Current Distortion must be less than 9% at full load.				Confirm in documentation	PASS: Documentation clearly states that the Input Current Distortion is less than 9% at full load. FAIL: Documentation clearly states that the Input Current Distortion is greater or equal to 9% at full load.
M33	Power-Input	The input Power Factor must be equal or greater to 0.95@ 100% load.				Confirm in documentation	PASS: Documentation clearly states that the input Power Factor is equal or greater to 0.95@ 100% load FAIL: Documentation clearly states that the input Power Factor is less than 0.95@ 100% load



M34	Monitoring	The UPS must have an audio alarm (that can be silenced from the front display panel) and visual indication on the front panel to display the following states: * On batteries * Batteries require changing * Overload Visible alarms must remain active until normal operation is restored or any detected fault is corrected.				Confirm in documentation for available alarm state indication and Remove power from the UPS for audible and visual confirmation.	PASS: Documentation confirms which Audible alarms and visual indication are available and power test confirms audible and visual alarms. FAIL: if any of the above are not met.
M35	Monitoring	The following UPS parameters must be shown on the front panel display: *Unit status (online - bypass) *Input/Output voltage *Load *Battery charge				Verify displayed parameters on the front panel display	PASS: All 4 required parameters are displayed on the front display panel. FAIL: if any of the above are not met.



<p>M36</p>	<p>Monitoring</p>	<p>The UPS must be equipped with an ambient temperature and humidity sensor. *Any cables required must be provided. *The sensor alarm thresholds must be remotely user configurable and violating the thresholds can trigger an alarm in the Network Management interface and send an email alert. *Temperature information must be available in Celsius.</p>			<p>a) Install the ambient temperature and humidity sensor with provided cables if required. b) Access the network management card web interface and configure the temperature and humidity thresholds c) Enter lower thresholds above, and upper thresholds below, the actual ambient temperature and humidity levels in order to generate threshold violations. All configured recipients receive alerts by email and in network management card interface. d) Set temperature in Celsius if user selectable</p>	<p>PASS: a) All required cables are provided b) Ambient humidity and temperature warning and alarm thresholds are configurable. c) An alarm is generated in the network management card web interface and an email alert is sent to mail the defined recipients for each threshold violation. d) Temperature information is available in Celsius</p> <p>FAIL: if any of the above are not met.</p>
<p>M37</p>	<p>Management Card</p>	<p>The network management card interface must be web based and support the HTTPS/SSH protocols allowing remote management, scripting/automation, monitoring and testing of the UPS.</p>			<p>Access the network management card using: a) HTTPS b) SSH</p>	<p>PASS: Can access the network management card using HTTPS or SSH protocols.</p> <p>FAIL: Cannot connect to the network management card using HTTPS and/or SSH.</p>
<p>M38</p>	<p>Management Card</p>	<p>The network management card must have an Ethernet port and can be managed and configured from remote locations on different subnets.</p>			<p>a) Visually inspect the network management card for an Ethernet port. b) Configure the network management card from a workstation on a</p>	<p>PASS: The Ethernet port is present and the network management card can be managed remotely from different subnets.</p> <p>FAIL: Ethernet port is missing or the network management card cannot be managed remotely from different subnets.</p>



						different subnet	
M39	Management Card	The network management card must support both DHCP and Static IP configuration. DHCP must be the factory default setting.				a) Connect the network management card to the network with factory defaults settings b) Configure a static IP (IP, Gateway and Mask)	PASS: a) Default IP setting is set to DHCP and an IP address is picked up from the DHCP server b) IP settings can be configured statically FAIL: a) Default IP setting is not set to DHCP or an IP address isn't picked up from the DHCP server. b) IP settings cannot be configured statically
M40	Management Card	The network management card must be capable of operating at a minimum of 10 Mb Full Duplex and support auto-negotiation.				Set switch and network management card ports to auto-negotiate. Connect UPS to the network.	PASS: Network management card connects to the network at 10Mb full-duplex or greater FAIL: Network management card doesn't connect to the network at 10Mb full-duplex or cannot be set to auto-negotiation
M41	Management Card	The network management card must be hot-swappable and field replaceable by the end user. It must be a network management card that can be installed without opening the UPS enclosure. The network management card must be installed prior to delivery of the equipment. An external device is not acceptable.				Inspect network management card/slot placement on the UPS and remove the network management card	PASS: Network management card is installed in an expansion slot on the UPS, is field replaceable and already installed FAIL: Network management card is not installed in an expansion slot on the UPS, is not field replaceable and is not already installed



M42	Management Card	<p>The network management card must keep data logs for a 24 hour period. Data logs must be recorded at a minimum every 10 minutes (at least 144 samples in memory). Logs contain at a minimum:</p> <ul style="list-style-type: none"> *Date *Time *Input Voltage *Output Voltage *Input and/or output Frequencies 				<p>From the network management card, monitor a period of 24 hours for data logs with records at a minimum every 10 minutes. Logs must contain;</p> <ul style="list-style-type: none"> Date Time Voltage In Voltage Out Input and/or output Frequencies 	<p>PASS: Logs have been collected for at least a period of 24 hours at a minimum every 10 minutes containing all 5 fields.</p> <p>FAIL: Logs have not been collected for at least a period of 24 hours every 10 minutes and/or it is missing 1 or more of the 5 fields.</p>
M43	Management Card	<p>The network management card must keep events logged for a minimum of 2 days. Events should have at a minimum:</p> <ul style="list-style-type: none"> *Date *Time *Event Description 				<p>From the network management card web interface, monitor events for a period of 2 days</p>	<p>PASS: Can see Date, Time and Description of the created events for a period of 2 or more days.</p> <p>FAIL: Not able to see all required events fields and/or events are kept for less than 2 days.</p>
M44	Management Card	<p>The type of logged events should, at a minimum, be:</p> <ul style="list-style-type: none"> *UPS is on bypass *UPS is on battery *UPS is off battery *UPS is overloaded *Ambient humidity or temperature have violated their upper or lower thresholds 				<ul style="list-style-type: none"> a) Put the UPS in bypass mode b) Disconnect the electrical power cord from building power c) Connect the electrical power cord to the building power d) Place a load of 125% output power e) Change the ambient temperature and humidity thresholds to cause a threshold violation event 	<p>PASS:</p> <ul style="list-style-type: none"> a) UPS on Bypass event recorded b) UPS on battery event recorded c) UPS off battery event recorded d) UPS is overload event recorded e) Ambient humidity and temperature upper and lower threshold violation events are recorded <p>FAIL: if any of the above are not met.</p>



M45	Management Card	The network management card web interface must display the following information : *UPS status (on-line, bypass) *Input / Output Voltage *Output Load *UPS Model *UPS Name *Management card firmware revision *UPS firmware Revision *Last Battery Replacement Date *Battery voltage *Event log *Email Notification (recipient list) *Ambient Temperature & Humidity *IPv4 settings (IP, subnet mask, default gateway, DNS server) *Mail server *SNMP Traps				Access the network management card web interface and find all fields requested	PASS: All fields are visible via the network management card web interface FAIL: if any of the above are not met.
M46	Management Card	The network management card web interface must allow the following parameters to be configured : *UPS Name *Switch from Bypass mode to Online mode *Last Battery Replacement Date *Email notification recipient list *Ambient Temperature & Humidity threshold *IPv4 settings (IP, subnet mask, default gateway, DNS server) *Mail server *SNMP Traps *The system date and time.				Access the network management card web interface and confirm all requested fields are configurable	PASS: Can successfully configure all requested fields. FAIL: if any of the above are not met.



M47	Management Card	A username and password credential must be required to access the Web interface. A minimum of two types of users are required [read-only privileges and administrator (full privileges)].				Access the network management card web interface with: a) read-only user account b) administrator user account	PASS: a) For read-only, can login to the interface but no updates are allowed. b) For admin, can login to the interface and update configurable fields. FAIL: Doesn't support the minimum of 2 distinct user types (read-only and admin).
M48	Management Card	Date and time must support NTP (Network Time Protocol) synchronization using Shared Services Canada supplied NTP provider.				Access network management card web interface and set NTP synchronization	PASS: NTP is supported and the date and time are updated and synchronized with the NTP server provided. FAIL: NTP isn't supported or the date and time is/are not synchronized with the NTP server provided.
M49	Management Card	The UPS network management card can be reset to factory default settings and restarted via the network management card web interface.				a) Access the management card web interface and restart the network management card. b) Access the management card web interface and reset it to factory defaults.	PASS: a) The network management card is restarted b) The network management card configurations values are set back to their factory default settings. FAIL: a) The option to restart the network management card isn't available or the network management card doesn't restart b) Configuration values are not set back to the factory default settings.
M50	Management Card	The network management card web interface must allow the data logs and event logs to be downloaded and saved in comma delimited format (.csv).				Access the network management card web interface and download the data logs and event logs in CSV format	PASS: Data logs and Event logs are downloaded in CSV format via web interface. FAIL: Cannot download Data logs or Event logs in CSV format via web interface.



M51	Management Card	The SNMP (Simple Network Management Protocol) protocol must be supported.				Confirm in documentation	PASS: Documentation clearly states that the SNMP protocol is supported. FAIL: Documentation doesn't clearly state that the SNMP protocol is supported.
M52	Management Card	The network management card firmware must be upgradeable from a remote location.				Access the network management card web interface and upgrade the network management card remotely if a later version is available. If not available, confirm in documentation that upgrade procedure exists.	PASS: If the firmware on the delivered model is not up-to-date, it can be successfully upgraded remotely to the latest firmware version or confirmation of upgrade procedure in documentation. FAIL: Remote firmware upgrade failed or unsupported.
M53	Management Card	The network management card web interface response time must be less than 10 seconds for full page display in a local LAN setting with a 10 Mb Full Duplex network connection. There should be no service degradation after 24 hours of usage.				Access the network management card web interface: a) Test the response time for all the web pages accessed. Ensure it is less than 10 seconds for full page display. b) After 24 hours of operation, retest the response time between all the web pages accessed.	PASS: a) Response time for web pages takes less than 10 seconds for full page display. b) After 24 hours, the response time for web pages take less than 10 seconds for full page display. FAIL: if any of the above are not met.



M54	Management Card	The network management card must be able to send e-mail alerts for UPS-related warnings/alarms events to a minimum of 2 distinct recipients defined in the network management card web interface for the following events : *On battery *Off battery *Ambient Humidity threshold violated *Ambient Temperature threshold violated *Overload condition *On Bypass				a) Configure an email server and 2 recipients b) Remove the power, reconnect the power c) Cause ambient humidity-related threshold violations by changing upper and lower thresholds. d) Cause ambient temperature-related threshold violations by changing upper and lower thresholds. e) Place a load of 125% output power for a duration of 10 seconds in inverter mode f) Place UPS in bypass mode	PASS: a) A minimum of 2 recipients can be configured. b) E-mail generated for condition on/off battery and email sent to recipients c) E-mail alerts sent to the recipients with the information related to the event. d) E-mail alert sent to the recipients with the information related to the event. e) E-mail alert sent to the recipients with the information related to the event. f) E-mail alert sent to the recipients with the information related to the event. FAIL: if any of the above are not met.
M55	Hardware	The UPS must be capable of operating in an ambient temperature range of 0 to +40 degrees Celsius.				Confirm in documentation	PASS: Documentation clearly states that the UPS is capable of operating in an ambient temperature range from 0 to +40 degrees Celsius. FAIL: if any of the above are not met.



<p>M56</p>	<p>Hardware</p>	<p>The UPS must be able to operate at elevations up to 1000 meters above sea level without power degradation and must be able to operate at elevations up to 2000 meters above sea level with a maximum power degradation of 10%.</p>				<p>Confirm in documentation</p>	<p>PASS: Documentation clearly states that the UPS is capable of operating at elevations up to 1000 meters above sea level without power degradation and is capable of operating at elevations up to 2000 meters above sea level with a maximum power degradation of 10%.</p> <p>FAIL: Documentation doesn't clearly state that the UPS is capable of operating at elevations up to 1000 meters above sea level without power degradation and is capable of operating at elevations up to 2000 meters above sea level with a maximum power degradation of 10%.</p>
<p>M57</p>	<p>Hardware</p>	<p>The UPS must be a tower model with stabilizer brackets. If the UPS is more than 150 lbs without packaging, it must be on casters.</p>				<p>a) Visually ascertain it is a tower model and has stabilizer brackets. b) If UPS weighs more than 150 lbs without packaging, visually ascertain the UPS is on casters.</p>	<p>PASS: a) UPS is a tower model with stabilizer brackets. b) If UPS weighs more than 150lb without packaging, it is on casters.</p> <p>FAIL: a) If the UPS is not a tower model with stabilizer brackets. b) If the UPS weighs more than 150 lbs without packaging, it is not on casters</p>
<p>M58</p>	<p>Hardware</p>	<p>The overall UPS weight with accessories, including batteries, step-down transformers, external surge-protection device and shipping crate, must not exceed 320 lbs.</p>				<p>Weigh the UPS, including batteries and shipping crate.</p>	<p>PASS: UPS total weight, including batteries and shipping crate, does not exceed 320 lbs</p> <p>FAIL: UPS total weight, including batteries and shipping crate, exceeds 320 lbs</p>
<p>M59</p>	<p>Hardware</p>	<p>The UPS must be certified to meet the following certifications. UL1778, FCC Class A and RoHS.</p>				<p>Confirm in documentation</p>	<p>PASS: Documentation clearly states that the UPS is certified to meet the following certifications. UL1778, FCC Class A and RoHS</p> <p>FAIL: Documentation doesn't clearly state that the UPS is certified to meet all the following certifications. UL1778, FCC Class A and RoHS</p>



M60	Battery	The UPS must be provided with charged batteries. The initial battery charge must be done by the vendor prior to delivery.				Observe the battery charge from front display panel or network management card web interface. It should be greater or equal to 50% of full voltage capacity.	<p>PASS: Battery charge indicates a voltage equal or greater than 50% of full voltage capacity</p> <p>FAIL: Battery charge indicates a voltage lower than 50% of full voltage capacity</p>
M61	Battery	The UPS battery recharge time to 90% of capacity must not exceed 12 hours.				Deplete the batteries with a test load and then measure charge time to 90% capacity via the network management card web interface or front panel display if available, if not with a multimeter.	<p>PASS: Time to charge the batteries to 90% of capacity is under 12 hours</p> <p>FAIL: Time to charge the batteries to 90% of capacity is greater than 12 hours</p>
M62	Battery	UPS batteries must be hot-swappable, modular and field-replaceable by the end user without requiring soldering. Replacement of the batteries must not require a shutdown of connected equipment. Replacement of batteries must not cause a modification of the voltage, current, frequency or power factor of the output ports.				Under load, during UPS normal on-line operation, remove/re-insert the batteries	<p>PASS: Batteries are hot-swappable, modular and field-replaceable by the end user and do not require soldering.</p> <p>No equipment shutdown required and no impact to output voltage.</p> <p>FAIL: Batteries are not hot-swappable, modular or field-replaceable by the end user or require soldering. Equipment shutdown is required or there was an impact to output voltage. Removal of batteries causes shutdown of any connected equipment.</p>
M63	Battery	The battery installation date must not be lost in the event of a power failure				Change the battery installation date and put the UPS in bypass and remove the input power.	<p>PASS: The battery install date was kept</p> <p>FAIL: The battery install date was lost</p>



M64	Battery	Battery installation date change may be done through network management card web interface or on front display panel. The battery installation date must be visible in network management card web interface.				Change the battery installation date via: network management card web interface and/or from front display panel	<p>PASS: Date change visible from the network management card web interface regardless of which interface it was changed from.</p> <p>FAIL: Date change not visible from the network management card web interface regardless of which interface it was changed from</p>
M65	Battery	The UPS must use Valve-Regulated Non-Spillable Lead Acid Flame Retardant Batteries.				Confirm in documentation	<p>PASS: Documentation clearly states that the UPS uses Valve-Regulated Sealed Lead Acid Flame Retardant Batteries.</p> <p>FAIL: Documentation doesn't clearly state that the UPS uses Valve-Regulated Sealed Lead Acid Flame Retardant Batteries.</p>
M66	Battery	The UPS batteries must be approved and certified for air transportation by the following regulatory bodies: Department of Transportation (D.O.T.), International Air Transport Association (I.A.T.A.), Federal Aviation Administration (F.A.A.) and Civil Aeronautics Board (C.A.B).				Confirm in documentation	<p>PASS: Documentation clearly states that the UPS batteries are approved and certified for air transportation by the following regulatory bodies: Department of Transportation (D.O.T.), International Air Transport Association (I.A.T.A.), Federal Aviation Administration (F.A.A.) and Civil Aeronautics Board (C.A.B).</p> <p>FAIL: Documentation doesn't clearly state that the UPS batteries are approved and certified for air transportation by the following regulatory bodies: Department of Transportation (D.O.T.), International Air Transport Association (I.A.T.A.), Federal Aviation Administration (F.A.A.) and Civil Aeronautics Board (C.A.B).</p>
M67	Hardware	UPS and step-down transformer must be fastened together (if step-down transformer included in solution).				Visually inspect the equipment and confirm the external modules are fastened together.	<p>PASS: We can see visually that both UPS and step down transformer are fastened together after the installation.</p> <p>FAIL: We cannot see visually that both UPS and step down transformer are fastened together after the installation.</p>



M68	Hardware	The Contractor must be capable of delivering a minimum of 50 UPSs before March 24th, 2017				Confirm in documentation	<p>PASS: Documentation clearly states that the Contractor is capable of delivering a minimum of 50 UPSs before March 24th, 2017</p> <p>FAIL: Documentation doesn't state clearly that the Contractor is capable of delivering a minimum of 50 UPSs before March 24th, 2017</p>
M69	Hardware	The Contractor must be capable of delivering a minimum of 225 UPSs from April 1, 2017 to December 31, 2017				Confirm in documentation	<p>PASS: Documentation clearly states that the Contractor is capable of delivering a minimum of 225 UPSs from April 1, 2017 to December 31, 2017</p> <p>FAIL: Documentation doesn't state clearly that the Contractor is capable of delivering a minimum of 225 UPSs from April 1, 2017 to December 31, 2017</p>
M70	Hardware	The Contractor must be capable of delivering a minimum of 100 UPSs from January 1, 2018 to March 31, 2018				Confirm in documentation	<p>PASS: Documentation clearly states that the Contractor is capable of delivering a minimum of 100 UPSs from January 1, 2018 to March 31, 2018</p> <p>FAIL: Documentation doesn't state clearly that the Contractor is capable of delivering a minimum of 100 UPSs from January 1, 2018 to March 31, 2018</p>
M71	Hardware	The Contractor must be capable of delivering the proposed UPSs throughout the Contract period, including the optional periods				Confirm in documentation	<p>PASS: Documentation clearly states that the Contractor is capable of delivering the proposed UPSs throughout the Contract period, including the optional periods</p> <p>FAIL: Documentation doesn't state clearly that the Contractor is capable of delivering the proposed UPSs throughout the Contract period, including the optional periods</p>



Annex B

**BASIS OF PAYMENT
(FINANCIAL BID)**

Table 1: Initial Minimum Quantity Required

Description	Quantity	Firm Unit Price	Total Price
UPS as described in Annex A Includes 5-year warranty, delivery, and maintenance and support for both Hardware and Software	225	\$ _____ / each	\$ _____
i. an initial quantity – a minimum of 50 UPSs, to be delivered by March 24, 2017 (exact quantity to be confirmed after contract award), Canada reserves the right to defer delivery of some of these UPSs to a later date. ii. the remaining quantity of the UPSs including the quantity deferred from (i.) above, to be delivered by December 31 st , 2017.			

Table 2: Optional Additional Quantity

UPS as described in Annex A Includes 5-year warranty, delivery, and maintenance and support for both Hardware and Software	
Description	Firm Unit Price Before Volume Discount
Year 1 to 3 Pricing (Must be the same as the Firm Unit Price in Table 1)	\$ _____ / each
Optional Year 4 Pricing Pricing can be increased by no more than 5% from the pricing in Year 1 to 3	\$ _____ / each
Optional Year 5 Pricing Pricing can be increased by no more than 5% from the pricing in Year 4	\$ _____ / each

Table 3: Volume Discount. A volume discount will be applied to each UPS that is procured in addition to the initial minimum purchase of 225 UPSs, based on the following:

Quantity	Volume Discount Percentage
From 226 to 325	_____%
From 326 to 425	_____%
From 426 to 525	_____%
From 526 to 625	_____%
626 or more	_____%



ANNEX C

SECURITY REQUIREMENTS CHECK LIST



Government of Canada /
Gouvernement du Canada

Contract Number / Numéro du contrat P2P 00000631
Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Shared Services Canada	2. Branch or Directorate / Direction générale ou Direction Data Centre Services Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Procurement of UPS for infrastructure Division for DFATD Partner at Canadian Embassies/Consulates (known as mission abroad). Clearance level SECRET is required. Attestation Form of Risk Mitigation to escort unscreened private sector individuals needing access to a Government facility work site will be provided.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments: Attestation form of Risk Mitigation will be filled to escort unscreened private sector individual(s) needing access
Commentaires spéciaux : to a Govt of Canada facility/work site until the process of obtaining/renewing the required sec. clearance is completed.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes



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Security Classification / Classification de sécurité

Unclassified

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Aspects Renseignements / Biens Production																
If Nats / Support IT																
If Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Shared Services
Canada

Services partagés
Canada

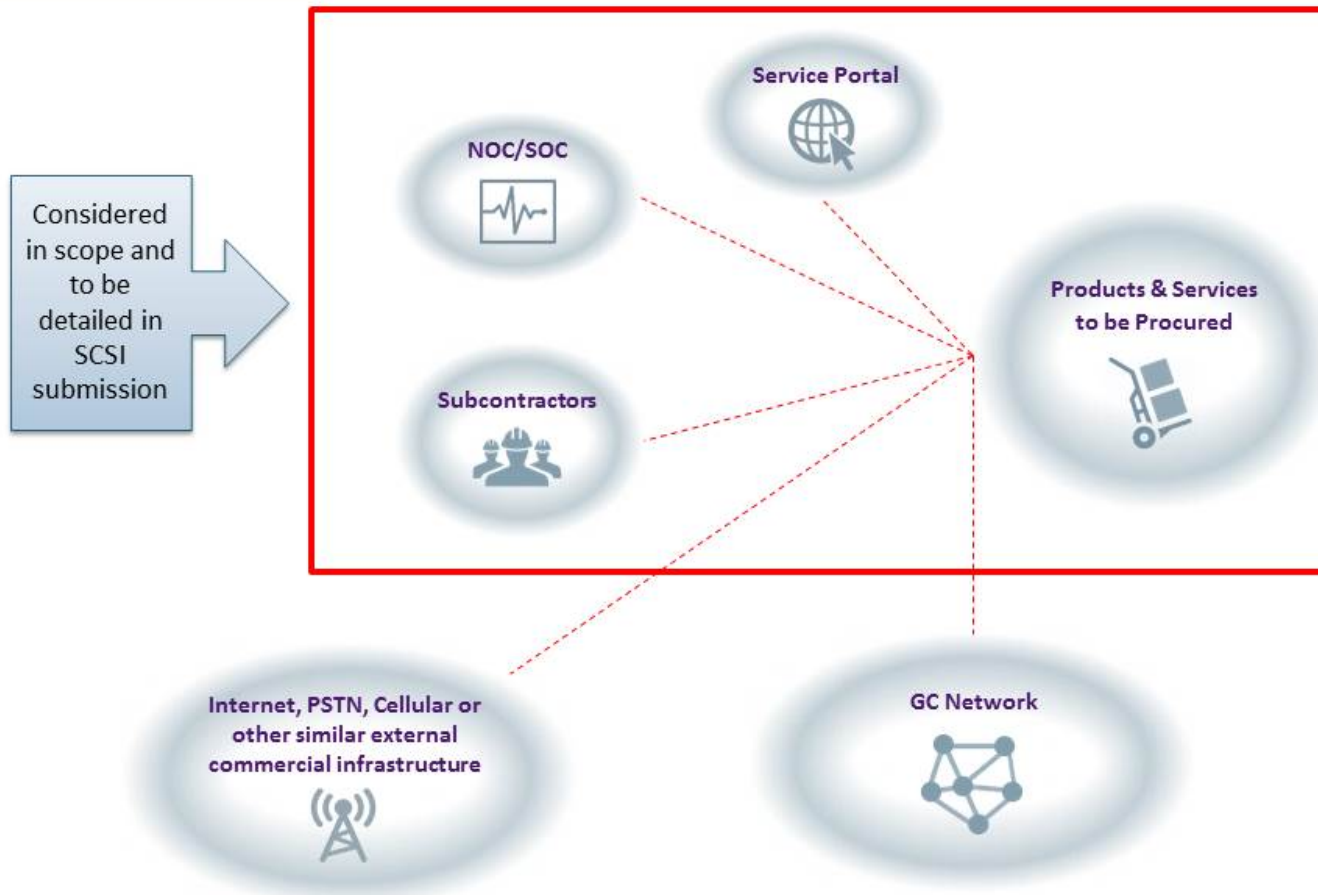
Annex D
SCSI Submission Form

Attached as a separate document



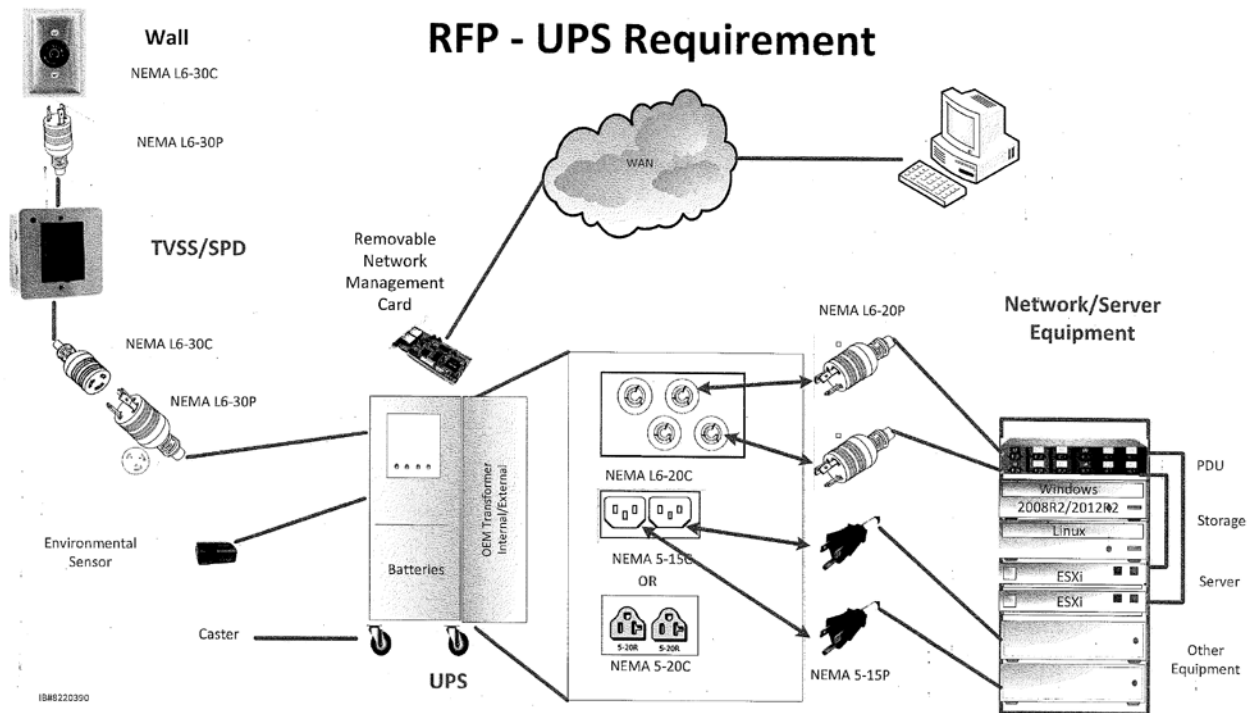
Annex E
SCI Scope Diagram

High-level SCSI Scope Diagram





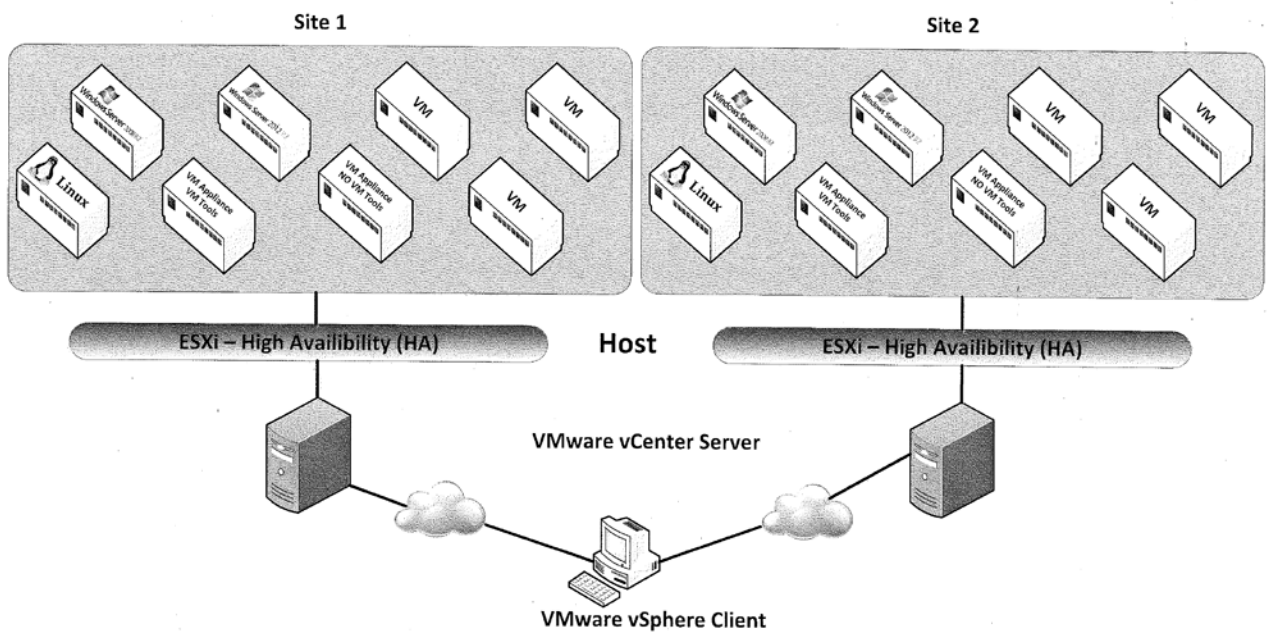
Annex F Reference Diagrams





VMware Requirement

No SSH Access No Agent on each server No extra physical server Orderly shutdown High Availability





Form 1

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 _____



Form 2

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)	
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.]	
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <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.]</i>	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
Signature of Authorized Representative of Bidder	



Shared Services
Canada

Services partagés
Canada

Form 3 Financial Bid Worksheet

Attached as separate document