



**RETOURNER LES SOUMISSION À:
RETURN BIDS TO :
SARAH.AHMED@CANADA.CA**

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Services partagés Canada

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

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)
Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)

Procurement Business Number (PBN)

Bidder MUST 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

Name /Nom

Title/Titre

Signature

Date

(____) _____

Telephone No. – No de téléphone

(____) _____

Fax No. – No de télécopieur

E-mail address – Adresse de courriel

**REQUEST FOR QUOTATION /
DEMANDE DE PRIX**

Title – Sujet	
BlackBerry Devices operating on BlackBerry 10 Operating System Appareil mobile BlackBerry fonctionnant sur le système d'exploitation BlackBerry 10	
Solicitation No. – No de l'invitation	Date
14226	7 July 2017
Client Reference No. – N° référence du client	
P2P PR 14226	
Solicitation closes – L'invitation prend fin	Time zone – Fuseau horaire
on – 13 July 2017 at 2:00 P.M. le - 13 juillet 2017 à 1400 heures	EDT /HAE Eastern Daylight Time/ Heure Avancée de l'Est
Contracting Authority – Autorité contractante	
Sarah.Ahmed@canada.ca Shared Services Canada/Services partagés Canada Procurement and Vendors Relationships Achats et relations avec les fournisseurs 180 Kent, 13th Floor Ottawa, Ontario K1G 4A8	
Telephone No. – No de téléphone	
(613) 240-3126	
Fax No. – No de télécopieur	
(613) 960-6007	
Destination - Destination	
SSC Warehouse 29 De Varennes Gatineau, QC J8T 8G7	



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REQUEST FOR QUOTATION (RFQ)

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

National Security Exception

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to end user device hardware, software and associated support services for Shared Services Canada. As a result, this requirement is subject to the National Security Exception and none of the Trade Agreements apply to this requirement.

Part 1 General Information

1.1 Introduction

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

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

The Annexes include the Statement of requirement, List of Deliverables and Prices, and any other annexes and attachments.

1.2 Requirement

Shared Services Canada has a requirement for Blackberry Devices operating on Blackberry 10 Operating System, as per Annex "A" – Statement of Requirement. All Initial Deliverables must be received no later than 30 calendar days from Contract award.

1.3 Debriefing

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



Part 2 Bidder Instructions

2.1 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

2.2 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Quotation (RFQ) and any certifications identified in Part 5.

2.3 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.
- (b) For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- (c) 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.
- (d) The 2003 (2017-04-27) 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.
- (e) "Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting a quote under the Request for Quotation (RFQ).
 - b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (f) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- (i) **Delete: 60 days**
 - (ii) **Insert: 90 days**



2.4 Electronic Submission of Bids

- (a) Bids must be submitted electronically by the date and time indicated to the address indicated on page 1.
- (b) Suppliers must submit their bids either as PDF documents attached to their email or as documents that can be opened with the Microsoft Office Suite of applications.
- (c) Suppliers may submit their bid in multiple emails, but all emails must arrive before the solicitation closing date and time to be evaluated as part of the bid. The maximum email size that can be received by SSC is 10 MB. Suppliers should ensure that they submit their bid in multiple emails if their attachments will cause the email to exceed that size.
- (d) The time at which the bid is received by SSC will be determined by the “Sent Time” indicated in the email received by SSC at the Email Address for RFQ Submission.
- (e) During the two hours leading up to the closing date and time, an SSC representative will monitor the Email Address for RFQ Submission and will be available by telephone at the Contracting Authority’s telephone number). If the Supplier is experiencing difficulties transmitting the email, the Supplier should contact SSC immediately.
- (f) Canada will not be responsible for any technical problems experienced by the Supplier in submitting its bid, unless Canada’s systems are responsible for a delay in delivering the email to the SSC Email Address for RFQ Submission.
- (g) In the case of emergency, SSC has the discretion to accept a hand delivered (in person by a representative of the Supplier or by courier) of a hard copy submission that includes the entire bid. However, the hand delivered bid must be received by the closing date and time. As indicated above, an SSC representative will be available at the Contracting Authority’s telephone number during the two hours before the solicitation closing date and time to receive bids submitted in this way. The only circumstances in which SSC will accept a delayed hand delivered bid is if the Supplier can show that the SSC representative was unavailable to receive the hand delivered bid, and attempts were made during the two hours before the solicitation closing date and time to make delivery.
 - (i) A bid delivered to the specified email identified as the “Email Address for RFQ Submission” after the closing date and time but before the contract award date may be considered, provided the Supplier can prove the delay is due solely to a delay in delivery that can be attributed to:
 - 1) Canada’s systems causing a delay in delivering the emailed submission to the SSC Email Address for RFQ Submission; and
 - 2) The Supplier can show that attempts were made during the two hours before the solicitation closing date and time to hand deliver the submission, but the SSC representative was unavailable to receive the hand delivered submission.
 - (ii) Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of arrangements are not acceptable reasons for the arrangement to be accepted by SSC.

2.5 Enquiries – Bid Solicitation

- a) All enquiries must be submitted electronically to the specified email identified as the “Email Address for RFQ Submission” on page 1, no later than 24 hours before the bid closing date. Enquiries received after that time may not be answered.



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

2.6 **Applicable Laws**

- a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.7 **No Substitute Products**

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

2.8 **Test Units**

The responsive bid with the lowest evaluated price may be required at Canada's discretion to deliver a number of systems as per item Annex A to the client facility (exact address will be provided at time of evaluation) for testing purposes within 48 hours of notification. Bidders will be given 48 hours to correct any deficiencies identified during the testing period. Failure to correct any of the deficiencies within this period may render the Bid non-responsive and it will be disqualified.



Part 3 **Bid Preparation Instructions**

3.1 **Bid Preparation Instructions**

- a) **Bidder's Quotation (Mandatory):** Bidders must quote firm unit prices, DDP destination Ottawa, Ontario delivery included, taxes extra and Duty included (where applicable), for the deliverables specified in Annex B – List of Deliverables and Prices. The Bidder is requested to fill in the bid prices at Annex "B".
- b) **All Costs to be Included:** All prices must include all costs for the requirement described in the bid solicitation for the entire Contract Period. 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.
- c) **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.



Part 4 Evaluation Procedures and Basis of Selection

All bids meeting the mandatory criteria specified in Annex A – Statement of Requirement will be evaluated.

4.1 Evaluation of Financial Bid

The price of the bid will be evaluated in Canadian dollars, DDP destination, and applicable Taxes excluded.

The resulting contract from this RFQ will contain clauses to deal with exchange rate fluctuations.

4.2 Basis of Selection – Lowest Unit Price

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest unit price will be recommended for award of a contract. In the event bidders identify multiple models in their bid, each model will be evaluated individually and the lowest unit price will be recommended for award. Each bidder must meet the minimum of 1000 devices in order to be considered for evaluation.

More than one contract may be awarded. Contractors are encouraged to bid on as many models of product that they have supplies in. Contracts will be awarded based on the lowest unit price per model based on a quantity of 1,000 units for evaluation purposes.

Shared Services may at its sole discretion award another contract for the same model to the second lowest priced bidder as additional supplies are needed if the lowest bidder has no more stock to sell.

The minimum bid quantity for all models is 1,000 units. In order to be considered responsive a bid must bid on at least one of the six models listed and have a minimum of 1,000 units to sell.

Bidders should note that preference will not be made based on models.

Example:

	Bidder A	Bidder B	Bidder C	Bidder D
Z10	\$ 100.00	\$ 95.00	\$ 95.00	\$ 90.00
Q10	\$ 85.00	\$ 95.00	\$ 100.00	\$ 90.00
Z30	\$ 80.00	\$ 75.00	\$ 76.00	\$ 85.00
Passport	\$ 75.00	\$ 80.00	\$ 70.00	\$ 80.00
Classic	\$ 100.00	\$ 90.00	\$ 95.00	\$ 105.00
Leap	\$ 85.00	\$ 90.00	\$ 91.00	\$ 85.00

In the above hypothetical example contracts would be awarded as follows:

Bidder C having the lowest priced option over all models would be awarded a contract for 1,000 units of Passport. If additional quantities are needed more Passport models will be purchased from Bidder C as supplies last. If Bidder C does not have additional Passport models to sell, then a contract would then be awarded to Bidder B for Z30 models.



The further awarding of contracts would continue using this same process based on SSC demand and the lowest priced bidder's availability of units.

In the event of a tie at any point throughout the evaluation process, the bidder which has the higher volume of units to sell will be awarded a contract.



Part 5 **Certifications**

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

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

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

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

5.1 **Integrity Provisions – Required Documentation**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

Bidder must provide the required documentation in Annex C – Certification: Integrity Form, as applicable, to be given further consideration in the procurement process.



Part 6 Resulting Contract Clauses

1. REQUIREMENT

a) Shared Services Canada (SSC) has an immediate requirement for any of the following models of BlackBerry smartphones operating on the Blackberry 10 Operating system, for use in Canada on the Rogers, Bell, and Telus networks:

1. Z10
2. Q10
3. Z30
4. Passport
5. Classic
6. Leap

b) **Client:** Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to 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.

c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

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

2. STANDARD CLAUSES AND CONDITIONS

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

In all clauses and conditions identified in the Contract, all reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Shared Services Canada. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with 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.



a) GENERAL CONDITIONS

2030 (2016-04-04), General Conditions – Higher Complexity - Goods, are incorporated by reference into and form part of the Contract.

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”

b) SUPPLEMENTAL GENERAL CONDITIONS

The following Supplemental General Conditions apply to and form part of the Contract:

4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.

3. SECURITY REQUIREMENT

There is no security requirement for this contract.

4. DELIVERY DATE

Delivery will be no later than 30 business days after contract award.

5. AUTHORITIES

a) CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Sarah Ahmed
Title: Senior Procurement Officer
Organization: Shared Services Canada
Address: 180 Kent Street, 13th Floor, Ottawa, Ontario K1G 4A8
Telephone: 613-240-3126
E-mail address: 613-960-6007

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.

b) TECHNICAL AUTHORITY

The Technical Authority for the Contract is:

Name:
Organization:
Telephone:
E-mail address:

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



c) CONTRACTOR'S REPRESENTATIVE

The Contractor's Representative for the Contract is:

Name:

Company:

Telephone:

E-mail address:

6. INSPECTION AND ACCEPTANCE

The Technical Authority is the Inspection Authority. All reports, 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 Work 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.

7. PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are "included", and Applicable Taxes are extra.

8. METHOD OF PAYMENT – SINGLE PAYMENT

H1000C (2008-05-12), Single Payment

9. INVOICING INSTRUCTIONS

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- b) The Contractor must provide all original invoices to the SSC Accounts Payable as shown on the front page of the contract and all copies to the Contracting Authority.
- c) The SSC Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client.

10. APPLICABLE LAWS

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

11. PRIORITY OF DOCUMENTS

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

- a) These Articles of Agreement;



- b) 2030 (2016-04-04), General Conditions – Higher Complexity - Goods;
- c) the supplemental general conditions 4001(2015-04-01), Hardware Purchase, Lease and Maintenance;
- d) Annex A, Statement of requirement;
- e) Annex B, List of Deliverables and Prices; and
- f) The Contractor's bid dated _____.

12. INSURANCE

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

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

13. Limitation of Liability - Information Management/Information Technology

a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (a) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (b) physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph i. above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:



- (a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any Applicable Taxes) for the goods and services affected by the breach of warranty; and
- (b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell 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 \$ 2 Million.

In any case, the total liability of the Contractor under subparagraph e. will not exceed the total estimated cost (as defined above) for the Contract or \$ 2 Million, whichever is more.

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

c. Third Party Claims

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 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.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article c.

14. SAFEGUARDING ELECTRONIC MEDIA

- a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.



Annex A – Statement of Requirement

Shared Services Canada (SSC) has an immediate requirement for any of the following models of BlackBerry smartphones operating on the BlackBerry 10 Operating system, for use in Canada on the Rogers, Bell, and Telus networks:

1. Z10
2. Q10
3. Z30
4. Passport
5. Classic
6. Leap

The devices must be supplied in new condition complete with battery, earbuds and USB charging cable.

The devices must be supplied unlocked.

The devices must include BlackBerry 10 OS

The proposal must provide, at a minimum:

1. The capability to provide Shared Services Canada with 1000 or more devices.
2. Condition of material proposed must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.



Annex B – List of Deliverables and Prices

Bidders must submit firm unit prices in Canadian funds, Canadian customs duties, shipping cost and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) (Ottawa, Ontario), for the provision of Blackberry Devices operating on Blackberry 10 Operating System outlined in Annex A “Statement of Work”.

The prices specified include all of the requirements defined in the “Statement of Requirement” in Annex “A”.

Item No.	OEM Brand Name Description	Part Number	Qty	Base Price	Ext Price
1	Z10				
2	Q10				
3	Z30				
4	Passport				
5	Classic				
6	Leap				
				Sub-Totals:	\$0.00
				Evaluated Total:	\$0.00
				Applicable Taxes	\$0.00
				TOTAL (W/Tax)	\$0.00



Annex C – Certification

Integrity Form - Bidders are requested to complete the following Integrity Form and submit with your bid.

Adresse de courriel /E-mail Address:
Ministère/Department: Shared Services Canada
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number) RFQ 14226
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)
1. Membre / Director
2. Membre / Director
3. Membre / Director
4. Membre / Director
5. Membre / Director
6. Membre / Director
7. Membre / Director
8. Membre / Director
9. Membre / Director
10. Membre / Director
Autres Membres/ Additional Directors: