



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Office of the Privacy Commissioner of Canada
30 rue Victoria, Mailroom
Gatineau, QC
J8X 0A8

by e-mail to:

Procurement.Achats@priv.gc.ca

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Solicitation No. - N° de la demande 2R008-17-0149	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 10:00 am on - le 2018-01-18	File No. - N° de dossier



PWGGSC-TPSGC 9400-3 (02/2014)

Date of Solicitation - Date de la demande 2017-12-07	
Address inquiries to - Adresser toute demande de renseignements à : Procurement.Achats@priv.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Destination Office of the Privacy Commissioner of Canada 30 rue Victoria, Mailroom Gatineau, QC J8X 0A8	

**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprennent les droits de douane canadiens, la taxe d'accise et doivent être FOB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date



Request for Proposal (RFP)

Solicitation no. 2R008-17-0149

For the provision of

Dell Latitude 5480 laptops

For the

Office of the Privacy Commissioner of Canada



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Annex "A", Statement of Requirement



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirements associated with the requirement.

1.2 Statement of Requirement

The Contractor will supply the items detailed at Annex "A" attached hereto, all in accordance with the terms and conditions of this Contract.

1.3 Debriefings

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

1.4 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

SACC Manual Clauses

SACC Manual Clause B4024T (2017-07-01) No Substitute Products
SACC Manual Clause D9002C (2007-11-30) Incomplete Assemblies
SACC Manual Clause B7500C (2006-06-16) Excess Goods
SACC Manual Clause C3011T (2013-11-06) Exchange Rate Fluctuation



PART 2 – BIDDER INSTRUCTIONS

2.1 Submission of Bids

Bids must be transmitted electronically to the Contracting Authorities of the Office of the Privacy Commissioner of Canada by the date and time indicated on page 1 of the bid solicitation. Bids transmitted by facsimile or delivered to the Office will not be accepted.

2.2 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the email address specified below no later than three (3) working days before the bid closing date. Enquiries received after that time may not be answered.

Enquires email address: Procurement.Achats@priv.gc.ca

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.

2.3 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

Bid Preparation Instructions

Canada requests that bidders provide their bid electronically (by email) in separate sections as follows:

SECTION I - TECHNICAL PROPOSAL

SECTION II - FINANCIAL PROPOSAL

SECTION III - CERTIFICATIONS

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

Canada requests that bidders use a numbering system that corresponds to the bid solicitation and provide documents in PDF Format.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

Part 4, Evaluation Procedures and Basis of Selection contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- a. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex A: Statement of Requirement. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- b. Bidders must submit their price(s) and (or) rate(s), Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- c. Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - their bid; and
 - any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex A: Statement of Requirement.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. For all items the responsive bid with the lowest aggregated evaluated price before taxes will be recommended for award of a single contract.



PART 5 – CERTIFICATIONS

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

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

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

5.1 Certifications Precedent to Contract Award

The certifications listed in Attachment 1 to Part 5, Certifications, should be completed, signed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2 Integrity Provisions – Associated Information

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

5.3 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.



ATTACHMENT 1 TO PART 5 – CERTIFICATIONS

Certifications Precedent to Contract Award

Note to Bidders: The following certification requirements apply to this Request for Proposal.

The certifications should be completed, signed and submitted with the bid, but may be submitted afterwards. No contract will be awarded until all certifications have been dully signed.

1.0 Sole Bid - Price Support

In the event that your bid is the sole bid received, Government Contract Regulations require that additional price support be provided. In such an instance, acceptable price support can include one or more of the following:

- (a) current published price list indicating the percentage discount available to the Department of Public Works and Government Services; or
- (b) paid invoices for like items (like quality and quantity) sold to other customers; or
- (c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.

2.0 Certification

By submitting a bid, the Bidder certifies that the information it has submitted in response to the above requirements is accurate and complete.

NAME OF REPRESENTATIVE

SIGNATURE

DATE



PART 6 - RESULTING CONTRACT CLAUSES

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

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

The contractor will supply the items detailed under Annex “A” of the bid solicitation, all in accordance with the terms and conditions of this Contract..

6.3 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 Services and Procurement Canada.

6.3.1 General Conditions

2030 (2016-04-04) General Conditions - Higher Complexity – Goods;
4001 (2015-04-01) Hardware Purchase, Lease and Maintenance ;
4003 (2010-08-16) Licensed Software; and
4004 (2013-04-25) Maintenance and Support Services for Licensed Software apply to and form part of the Contract.

6.4 Terms of Contract

6.4.1 Delivery Date

All the deliverables detailed in Annex A will be received by March 15th, 2018

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Jean Berard**
Title: **Procurement Officer**
Department: **Office of the Privacy Commissioner**
Address: **30 Victoria Street**
Gatineau, Quebec K1A 1H3
Telephone: **(819) 994-5004**
E-mail address: **Procurement.Achats@priv.gc.ca**



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

6.5.2 Technical Authority (*To be provided at time of Contract award*)

Name:
Title:
Department
Address
Telephone:
E-mail address:

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

6.5.3 Contractor's Representative (*To be provided at time of Contract award*)

Contact Name:
Telephone:
Facsimile:
E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

For the Work described in Annex A, Statement of Requirement:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit price(s) in Canadian funds. Delivered Duty Paid (DDP) Destination as per Incoterms 2000, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

For the firm price portion of the Work only, 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.

6.7.2 Method of Payment

SACC Manual Clause H1001C (2008-05-12) Multiple Payments



6.8 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.9 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) at the following address as per the Incoterms 2000 for shipments from a commercial contractor:

Office of the Privacy Commissioner of Canada, Mailroom
30 rue Victoria
Gatineau, QC
Canada
J8X 0A8

6.10 Invoicing instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions;
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision;
- (c) By submitting invoices (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;
- (d) The Contractor must provide the original of each invoice to the person which will be identified at contract award.



6.11 Certifications Compliance

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

6.12 Applicable Laws

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

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

6.13 Priority of Documents

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

- (a) the Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions;
- (c) Annex A, Statement of Requirement;
- (d) the Contractor's bid dated _____ (*insert date of bid*)

6.14 Inspection and Acceptance

The Technical Authority will be the Inspection Authority. All reports, deliverables, documents, goods and services provided under the Contract will be subject to inspection by the Inspection Authority or his representative. If reports, documents, goods or services do not comply with the requirements of the Statement of Requirement 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.



ANNEX "A"

STATEMENT OF REQUIREMENT

1. Title

Procurement of Dell Latitude 5480 laptops.

2. Objective

The purpose of this Statement of Requirement is to detail the requirement to procure laptops to the specifications of the Office of the Privacy Commissioner.

3. Requirement

The Contractor must provide the following by March 15th, 2018:

Items	Part Number	Description	Unit of Issue	Quantity	Price	Total Price (Cdn)
1.	210-AKKH	Dell Latitude 5480 i7-6600u	ea	75		
2.	370-ABID	Upgrade to 8GB (1x8GB) 2400Mhz DDR4 memory	ea	75		
3.	400-AOQN	Upgrade to 256GB SSD SATA M.2 2280	ea	75		
4.	429-AAUX	External USB Slim DVD +/- RW Optical Drive	ea	75		
5.	580-ABBU	French-English Bilingual keyboard	ea	75		
6.	619-AHKN	Windows 10 Pro 64bit English, French, Spanish	ea	75		
7.	PN4	Upgrade to 4 year ProSupport with 4 year Onsite Service	ea	75		
8.	450-AFGM	Dell Dock WD15 with 130W adapter	ea	75		
9.		Quebec Enviro Fees for notebooks	ea	75		
10.		Quebec Enviro Fees for docking stations	ea	75		
11.		Shipping fees to 30 rue Victoria, Gatineau, QC J8X 0A8				
Subtotal						
Applicable Taxes (GST, HST, PST)						
The Contractor must include the required applicable taxes. In the event that taxes are not entered, the applicable taxes required for the province under which the Contractor's place of business resides will be applied.:						
Total Amount						