



Return Quote by Email
Soumissionnaires envoyé par courriel:

jacquelin.nelson@canada.ca &

ssc.wtdhardware-materielatmt.spc@canada.ca

REQUEST FOR QUOTATION- DEMANDE DE PRIX

You are requested 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 or prices set out therefore.

Nous vous demandons de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office – Bureau de distribution

SSC | SPC
Procurement and Vendors Relationships | Achats et relations avec les fournisseurs
180 Kent, 13th Floor
Ottawa, Ontario
K1P 5P5

Title – Sujet KVM's and Cables for Privy Council Office	
Solicitation No. – N° de l'invitation RFQ 2BH870599/A	Date 13 July 2018
Requisition No. – N° de la demande IT PRO # 27762	
Client Reference No. – N° référence du client 20180597 / NB18053041	
Solicitation Closes – L'invitation prend fin at – à 2:00 PM on – le July 18, 2018	Time Zone Fuseau horaire Eastern Daylight Time (EDT) / heure avancée de l'Est (HAE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Jackie Nelson	
Telephone No. – N° de téléphone : 613-462-8594	FAX No. – N° de FAX Not applicable
Email Address for RFQ Submission - Adresse électronique réservée aux DDP ssc.wtdhardware-materielatmt.spc@canada.ca Bidders are requested to also email: jacquelin.nelson@canada.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : (Further Client coordinates to be inserted at contract award) Privy Council Office 85 Sparks Street Ottawa, ON K1A 0A3	
Invoices: Factures: **Invoices to be submitted by email only** (Further Client coordinates to be inserted at contract award)	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1. Requirement

The requirement is detailed under Annex A – List of Deliverables and Prices of the resulting contract clauses.

1.2. National Security Exception

On May 4, 2014, 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 2 - BIDDER INSTRUCTIONS

2.1. Signatures

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

2.2. 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) (<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.

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

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](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 3 of the Standard Instructions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, states:

4. Bids will remain open for acceptance for a period of **not less than 60 days** from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

2.3. 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."

2.4. Enquiries - Bid Solicitation

All enquiries must be submitted electronically to the specified email identified as the "Email Address for RFQ Submission" on page 1, no later than 48 hours before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the RFQ to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to allow Canada to provide an accurate answer. Canada may edit the questions or may request that the Bidder do so.

All Bidders will be informed of the outcome of the RFQ.

2.5. 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.

2.6. 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.

2.7. Supply Chain Integrity Verification – Mandatory Qualification Requirement

The Supply Chain Integrity (SCI) Verification is a mandatory on-going qualification submission requirements process. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process and contract clauses to the acquisition of both products and services. The purpose of the Supply Chain Integrity Verification process is to ensure that all product, equipment, software firmware and services that are procured by SSC meet the required security and supply chain standards.

Please refer to Attachment 2.1 – Supply Chain Integrity Process for additional SCI information.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

(a) Financial Bid

- (i) **Bidder's Quotation (Mandatory):** Bidders must quote firm unit prices, FOB destination Ottawa, ON, delivery included, tax extra and Duty included (where applicable), for the deliverables specified in Annex A – list of Deliverables and Prices. The Bidder is requested to fill in the bid prices at Annex A.
- (ii) **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.
- (iii) **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

(b) Technical Bid

- (i) **Product List (Mandatory):** Bidders must provide the part numbers for each item described in Annex A – List of Deliverables.
- (ii) **SCSI Submission (Mandatory upon Contract award):** The Supply Chain Security Information (SCSI) required by Attachment 2.1 – Supply Chain Integrity (SCSI) Process should be submitted with the bid, but may be submitted afterwards. Bidders must include the SCSI form as per *Annex B – SCSI Form – IT Product List*, prior to Contract award. If any of this 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 this SCSI information under Annex B – SCSI Form within the time frame provided will render the bid non-responsive.
- (iii) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form from Attachment 3.1 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.
- (iv) **Certifications:** Bidders should submit the certifications required under Part 5 –Certifications.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Financial Evaluation Procedures

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Table in Annex A completed by the bidders.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.1 Evaluation of Price - Canadian / Foreign Bidders:

(a) The price of the bid will be evaluated as follows:

- (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- (ii) foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

(b) Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

(c) Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

(d) For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2. Technical Evaluation Procedures

Bids will be reviewed to determine whether they meet the mandatory requirements of the RFQ. All elements of the RFQ that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. If the response with the lowest Total Bid Price is responsive, Canada reserves the right to not review the other responses.

4.3. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. It is possible that more than one contract may result from this RFQ.

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.

5.1. Certifications Precedent to Contract Award and Additional Information

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.

5.1.1 OEM Certification

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

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

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software. "Hardware" is defined as the assembled end product being proposed.

5.1.2 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation in Attachment 5.1 – Integrity Form, as applicable, to be given further consideration in the procurement process.

5.1.3 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" 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.

PART 6 - RESULTING CONTRACT CLAUSES

6.1. Requirement

- (a) (to be inserted at contract award) (the "**Contractor**") agrees to supply to the Client the goods described in the Contract, including the Technical Specifications, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) supplying the purchased Hardware.

6.1.1 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 the Privy Council Office and 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.

6.1.2 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.

6.1.3 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:

- (i) any reference to a "deliverable" or "deliverables" includes the Hardware.

6.2. Security Requirement

There is no security requirement applicable to this Contract.

6.3. National Security Exception (NSE)

On May 4, 2014, 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.

6.4. Condition of Material

Unless provided otherwise in the Contract, material supplied 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.

6.5. Standard Clauses and Conditions

- (a) 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. 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.

6.6. General Conditions:

2030 (2016-04-04), General Conditions – High Complexity - Goods, apply to 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"

6.7. Supplemental General Conditions:

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

6.8. Term of the Contract**6.8.1 Delivery Date**

All Initial Deliverables must be received no later than 30 federal government working days from Contract award.

6.8.3 Shipping Instructions

FOB Destination Ottawa, ON including all delivery charges and customs duties and Applicable Taxes.

6.9. Authorities**Contracting Authority**

The Contracting Authority for the Contract is:

Jackie Nelson
Procurement Office
Shared Services Canada
180 rue Kent St, 13-117
PO Box/CP 9808 STS T CSC,
Ottawa Ontario, K1G 4A8
Telephone: (613) 462-8594
Email: jacquelin.nelson@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.

Project Authority

The Project Authority for the Contract is:

(The name and contact information will be provided in the resulting contract)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Project 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 Project 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.

Contractor Representative

The Contractor's Representative information should be provided in Attachment 3.1 – RFQ Submission Form.

6.10. Payment

6.10.1 Basis of Payment –

Purchased Hardware: For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, FOB destination, including all customs duties, GST/HST extra. Clients are responsible to pay for any Environmental Handling Fee (EHF) applicable to the deliverables in Annex A, and based on the delivery address(es).

The Total Price of the Initial Deliverables is included in the Total Estimated Cost indicated on page 1 of the Contract.

6.10.4 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.

6.11. Limitation of Price

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.

6.12. Method of Payment - Single Payment

H1000C (2008-05-12), Single Payment

6.13. Discounts for Late Deliveries and Reimbursement of Reprocurement Costs

- (a) If any Products are not delivered by the Delivery Date, and Canada does not terminate the Contract for default and instead provides the Contractor with additional time to make delivery, the Contractor agrees to reduce the price of the Products by:
 - (i) 2% of the value of the Products delivered late, if they are delivered within 1 week of the Delivery Date;
 - (ii) 5% for late delivery within 2 weeks of the Delivery Date; and
 - (iii) 10% for late delivery more than 2 weeks after the Delivery Date.
- (b) If any Products are not configured as required by the Contract, and Canada does not terminate the Contract for default and instead provides the Contractor with an opportunity to re-configure the Products in accordance with the Contract, the Contractor agrees to reduce the price of the Products by 5% of the total value of the Products that are NOT in accordance with the System configuration or the alternative configuration described in the Contract, in addition to the liquidated damages payable for late delivery of the Products (i.e., where the re-configured goods are delivered after the Delivery Date, the price must also be discounted as described in sub-article (6.13(a))).
- (c) These discounts constitute liquidated damages and, in total, will not exceed 15% of the total value of the Contract. The Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not intended to be, nor are they to be construed as, a penalty.
- (d) If this Contract is terminated by Canada for default, the Contractor must reimburse Canada for any difference in cost between the contract price for the Products and the cost of procuring the Products from another supplier.
- (e) To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (f) Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract (including the right to terminate the Contract for default), or the law generally.

6.14. Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the contact and address on page 1.
- (e) To ensure prompt invoice processing by client departments, all packing slips and invoices should include the below reference when available:
 - (i) Contract No.;
 - (ii) Client Reference; and
 - (iii) IT Pro Order No.

6.15. Certifications - Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.16. Applicable Laws

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

6.17. Taxes – Foreign-based Contractor

- (a) 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.
- (b) 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.

6.18. 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, 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) General conditions 2030 (2016-04-04), High Complexity - Goods;
- (d) Annex A, List of Deliverables and Prices; and
- (e) the Contractor's quote dated _____.

6.19. Hardware

With respect to the provisions of Supplemental General Conditions 4001

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	See page 1 of the Contract
Delivery Date	As specified in Part 6 under the section titled Delivery Date
Contractor must deliver Hardware Documentation	No
Contractor must update Hardware Documentation throughout Contract Period	No Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No
Language of Hardware Documentation	N/A
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	No
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	Yes, the System includes the Hardware and the Licensed Software.
Toll-free Telephone Number for Maintenance Service	In RFQ Submission Form.

6.20. 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 section, 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 caused by the Contractor's performance or failure to perform the Contract 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 (i) above.
- (v) 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:
- 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) 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 \$1,000,000.00.
- In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, 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 paragraph (i), 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 subparagraph (c).

ANNEX A – LIST OF DELIVERABLES AND PRICES

See attached excel spreadsheet entitled Annex A – List of Deliverables and Prices

ANNEX B – SCSI Form – IT Product List

See attached excel spreadsheet entitled Annex B – SCSI Form- IT Product List

ATTACHMENT– 2.1 SUPPLY CHAIN INTEGRITY PROCESS (SCI) PROCESS

1. SCI REQUIREMENT

In order to remain a Bidder and to be eligible to bid on any solicitation associated with this procurement process, each Bidder will need to complete the Supply Chain Integrity process.

Definitions

The following words and expressions used with respect to Supply Chain Integrity assessment have the following meanings:

- (a) **“Product”** means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above; any software; and any Workplace Technology Devices;
- (b) **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
- (c) **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
- (d) **“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;
- (e) **“Canada’s Data”** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any contract resulting from a subsequent solicitation; and
- (f) **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any contract resulting from a subsequent solicitation.

Mandatory Ongoing Qualification Submission Requirements

A supply chain scope diagram is attached below under Section 3 to provide a visual representation of the Supply Chain Integrity (SCI) process and assessment requirements described in further detail below.

Bidders must submit, by the closing date and time of this RFQ the following Supply Chain Security Information (SCSI):

- a) **IT Product List:** Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, that would be used and/or installed by the Bidders or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product;
 - (i) **Location:** identify the where each Product is interconnected with 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 centre, security operations centre, internet or other public network peering points, etc.);
 - (ii) **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
 - (iii) **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;

- (iv) **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
- (v) **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;
- (vi) **Source:** identify the Product Manufacturer, Software Publisher and/or Original Equipment Manufacturer of embedded components;
- (vii) **Name of Subcontractor:** in the "SCSI Submission Form" provided with this solicitation, "Name of Subcontractor" refers to the subcontractor that will provide, install or maintain the Product, if the Bidder would not do so itself.

While submitting the information is mandatory, Bidders are requested to provide the SCSI by using the SCSI Submission Form. Canada requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada also requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Canada requests that Bidders not 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 will be treated as the same Product for the purposes of SCSI).

- b) **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:
- (i) the name of the subcontractor;
 - (ii) the address of the subcontractor's headquarters;
 - (iii) the portion of the Work that would be performed by the subcontractor; and
 - (iv) 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 or would be responsible either for transporting it or for storing it 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, Canada requests that the Bidder indicate this in its bid submission.

2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

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.

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 bid submission 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 bid submission or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a 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 2 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 previously Bidder will be disqualified and unable to participate in the subsequent procurement phase(s).

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 the SCI assessment 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 any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- b) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- c) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and

- 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.

The Bidder with the lowest BFOP will be notified in writing regarding whether or not they continue to be qualified to proceed to the next stage of the procurement process based on the SCI assessment.

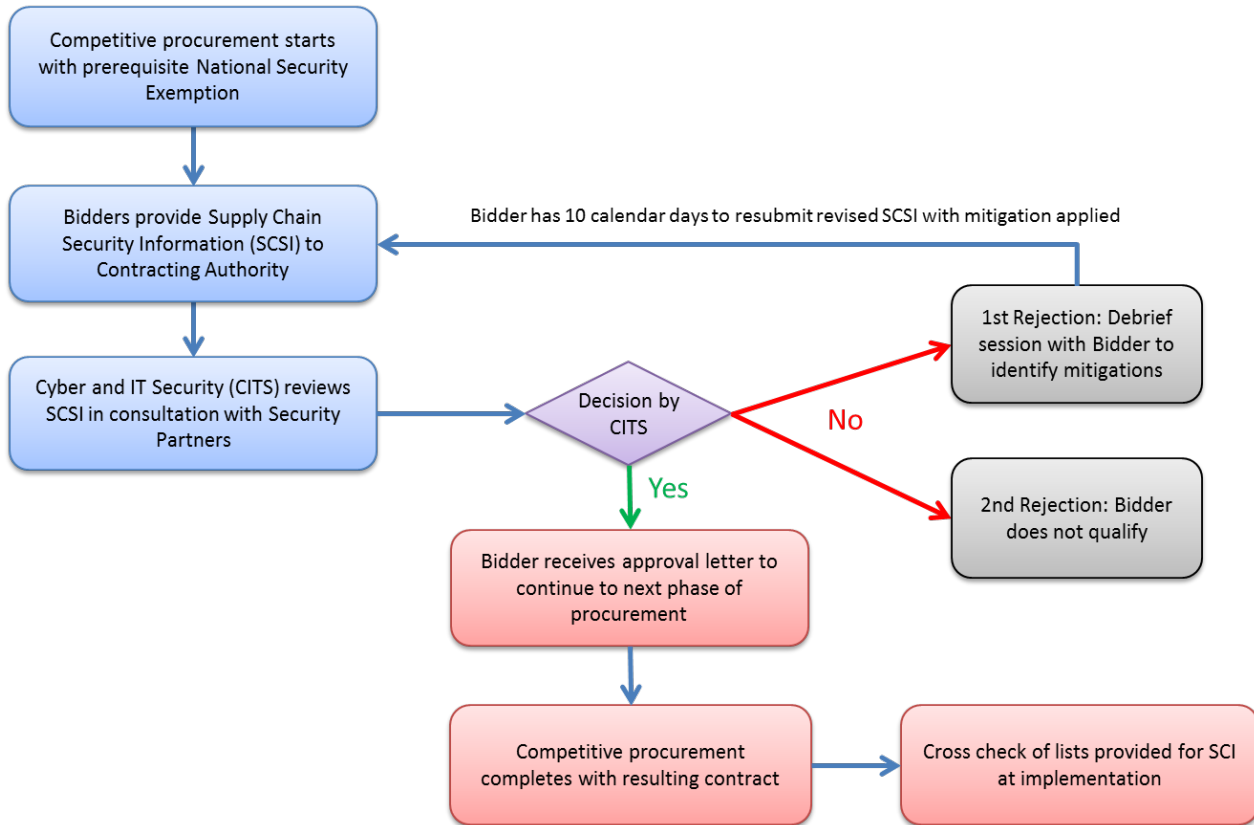
Any Bidder that has qualified based on the SCI assessment will be required to provide the proposed hardware throughout the contract period. Except pursuant to the potential Product Substitutions, no alternative or additional Products or subcontractors may be proposed by the Bidder. This will be a mandatory requirement of the solicitation process.

By submitting its SCS, the Bidder agrees to the terms of the following non-disclosure agreement (the “**Non-Disclosure Agreement**”):

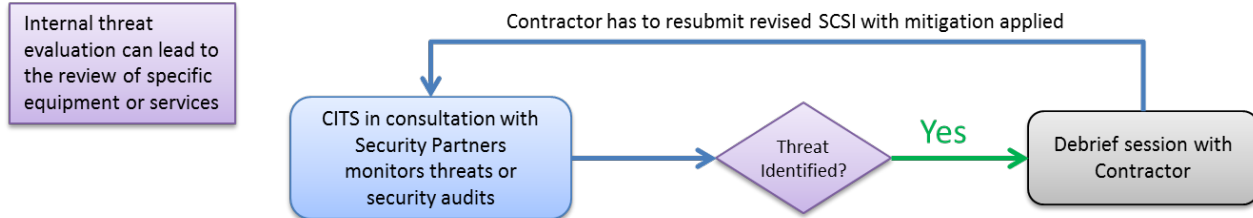
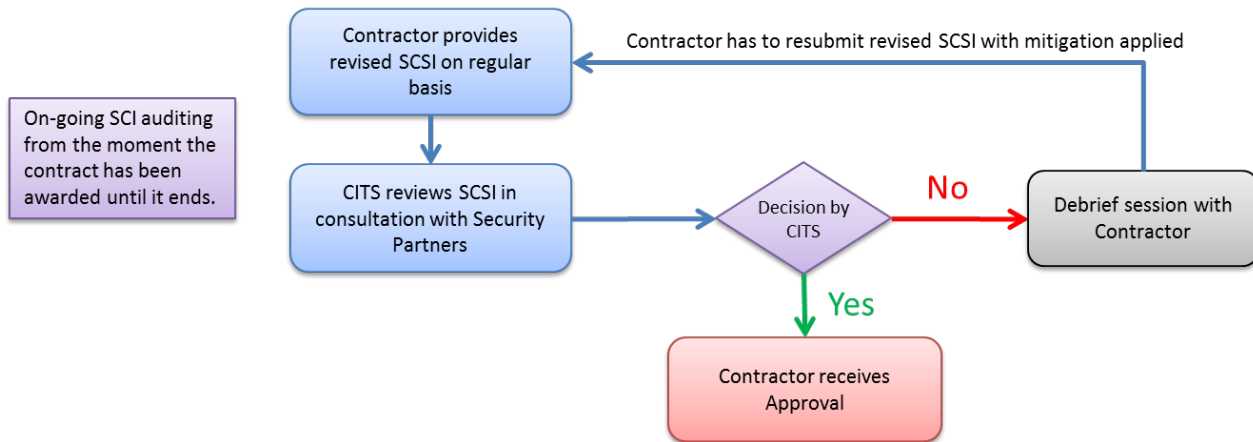
- a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Bidder's Supply Chain Security Information (the “**Sensitive Information**”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, 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 regardless of whether or not that information is labeled as classified, confidential, 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 need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- d) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- e) 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.
- f) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. 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.
- g) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information).

3. SUPPLY CHAIN SCOPE DIAGRAMS

SCI Process



SCI Post-Contract Process



4. SUPPLY CHAIN SECURITY INFORMATION FORM

Note: The Supply Chain Security Information Form is provided as a separate attachment.

Attachment 3.1 – RFQ SUBMISSION LIST

Bidder's full legal name and address		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN)		
Bidder's toll free hotline		
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)		
Federal Contractors Program for Employment Equity - Bid Certification See the Article in Part 5 of the bid solicitation entitled Federal Contractors Program for Employment Equity - Bid Certification	Is the Bidder listed on the FCP Limited Eligibility to Bid as defined in the bid solicitation? Yes ____ No ____	
<p>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:</p> <ol style="list-style-type: none"> 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		

ATTACHMENT 5.1 – OEM CERTIFICATION FORM

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 _____

ATTACHMENT 5.2 – INTEGRITY FORM

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

Adresse de courriel /E-mail Address: Jaquelin.nelson@canada.ca
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) 2BH870599/A
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: