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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. Optional Deliverables

Shared Services Canada has a requirement for the supply and delivery of the products identified in Annex A. There are also options to purchase additional Products specified in Annex A under "Initial Client Options".

1.3. 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, DDP destination Multiple Locations - See attached excel spreadsheet entitled Annex A and Annex B1, 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) **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.
- (iii) **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, DDP destination, Canadian customs duties and excise taxes included.

(a) Canada will calculate the aggregate cost of all items (both the Initial Deliverables and Initial Client Options) listed in Annex A.

(b) The Best and Final Offer Price (BFOP) will be calculated as follows:

$$\text{BFOP} = \text{Initial Deliverables} + \text{Initial Client Options}$$

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 DDP plant or DDP destination, Canada requests that bidders provide prices DDP their plant or shipping point and DDP destination. Bids will be assessed on an DDP 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 Best and Final Offer Price (BFOP) 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.

5.1.2 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.

5.1.3 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.

5.1.4 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 Shared Services Canada 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 (2018-06-21), 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.

All orders against the Initial Client Options must be received no later than 30 federal government working days from the applicable Contract Amendment date.

6.8.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex B1 of the Contract.

6.8.3 Shipping Instructions

DDP Destination Multiple Locations - See attached excel spreadsheet entitled Annex A and Annex B1, including all delivery charges and customs duties and Applicable Taxes.

6.8.4 Exercising Options to Purchase Additional Quantities:

- (a) Canada reserves the right to exercise options in order to purchase additional quantities for the Identified User or any other government institution for whom SSC's services are either mandatory or optional at any point during the life of this contract as per the Annex A - List of Deliverables and Prices.
- (b) Options to purchase the additional quantities specified in the Annex A - List of Deliverables and Prices – Initial Client Options, may be exercised through a maximum of 3 amendments per Identified User to the RFQ Contract, unless otherwise agreed to by the Contractor and the Contracting Authority, at any time within 12 months of the RFQ Contract award date.
- (c) Canada reserves the right to add new delivery and invoicing locations when exercising the optional quantities.
- (d) The Contractor agrees not to supply any additional quantities under any Contract made directly by an Identified User (i.e., additional quantities may only be specified in Contracts made by the SSC Contracting Authority).

6.9. Authorities**Contracting Authority**

The Contracting Authority for the Contract is:

Dusan Adamov
A/ Senior Procurement Officer
Shared Services Canada
180 rue Kent St, 13
PO Box/CP 9808 STS T CSC,
Ottawa Ontario, K1G 4A8
Telephone: (613) 294-2380
Email: dusan.adamov@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

Contractor Representative

The Contractor Representative 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: _____

6.10. Payment**6.10.1 Basis of Payment – Initial Deliverables**

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, DDP 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.

6.10.2 Initial Client Options

- (i) For additional Hardware delivered to SSC Clients, if Canada exercises its option through amendments to the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A – List of Deliverables – Initial Client Options, DDP destination, including all customs duties, Applicable Taxes extra. Shipping fees, if applicable, are part of the system price.
- (ii) Identified Users are responsible to pay for any Environmental Handling Fee (EHF) applicable to their order at cost, and based on the delivery address(es).
- (iii) Canada reserves the right to modify new delivery and invoicing locations when exercising the optional quantities. Should Canada exercise this right, the Contractor may modify the shipping currently priced in the Contract. However, shipping from the Contractor's Canadian Facility to the Identified User will be paid to the Contractor at cost and must be identified as a separate line item on the invoice. Canada may at any time request a copy of the shipping invoice to substantiate shipping charges. Any costs associated with shipping the deliverables from an international location to Canada, including shipping costs, customs, or duties, among others, must be included in the unit price of the deliverable.

The Total Price of the Initial Client Options will not be included in the Total Estimated Cost indicated on page 1 of the Contract until an amendment is issued to exercise this option.

6.10.3 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 – Multiple Payments

H1001C (2008-05-12), Multiple Payments

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 (2018-06-21), High Complexity - Goods;
- (d) Annex A, List of Deliverables and Prices;
- (e) Annex B1, Delivery Locations and Invoicing; and
- (f) 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 BID Submission Form.

6.20. Process for Requesting Substitution

- (a) **Conditions for Proposing Substitution(s):** The Offeror may propose a substitution for an existing Product authorized for supply under this Contract, provided the proposed substitute meets or exceeds the specification(s) detailed in the Annex A – List of Deliverables and Prices, as well as meeting or exceeding the specifications of the existing Product being substituted in all respects unless otherwise specified. The price for the substitute Product must not exceed:
- i. the price for the Product originally bid in the Contractor's quote;
 - ii. the current published list price of the substitute Product, less any applicable Government discount;
or
 - iii. the price at which the substitute Product is generally available for purchase,
 - iv. whichever is the lowest.
- (b) **Ceiling Prices:** During substitutions, situations can occur where it is difficult to use the ceiling price of an existing individual Product as a ceiling price limit for the new Product. In cases like this, price support may be requested by the Contracting Authority for the individual Product. This is at the sole discretion of the Contracting Authority. The Contracting Authority also has the right to refuse any substitution that, in the Contracting Authority's view, does not represent good value to Canada.

- (c) **Substitution Costs:** The proposed substitution will be subject to technical assessment and any costs associated with the technical evaluation will be at the Offeror's expense.
- (d) **Process for Requesting Substitution:** The request for substitution must be made by submitting to the Contracting Authority a completed "Request for Product Substitution/Price Revision Form", which must provide the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the Product, any necessary technical documentation, certifications, manuals and a copy of the current published list price for the Product. Upon request, the Offeror must provide information substantiating compliance with the requirements listed in the annex A – List of Deliverables and Prices. Also, a revised Annex entitled "List of Products" in both hard and electronic copy may be requested by Canada depending on the extent the of proposed Product substitution(s).
- (e) **Optional Deliverables:** If Canada exercises its option to purchase additional quantities specified in the Contract and the item has, since the time of Contract award, been the subject of a proposed substitution by the Contractor, the process outlined in this section will apply. However, in order for the substitution to be accepted, in addition to meeting the specifications of the Contract, the Contractor must also submit Supply Chain Security Information for each new item on the IT Product List for the SCI process, and not be declared ineligible as a result of the SCI assessment.

6.21. **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 and Annex B1

ANNEX B – SCSI Form – IT Product List

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

ANNEX B1 – DELIVERY LOCATIONS AND INVOICING

See attached excel spreadsheet entitled Annex A and Annex B1

Attachment 3.1 – BID 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: dusan.adamov@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) 2BH873424/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: