



RETURN BIDS BY E-MAIL TO:

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 Procurement and Vendor Relations
 Shared Services Canada
 427 Laurier Avenue West, 3,
 Ottawa, Ontario K1R 5C7

**RETOURNER LES SOUMISSIONS
 PAR COURRIEL À:**

Katherine Ikeson
katherine.ikeson@canada.ca &
[ssc.wtdprintingproducts-
 produitsimpressionatmt.spc@canada.ca](mailto:ssc.wtdprintingproducts-produitsimpressionatmt.spc@canada.ca)
 Acquisitions et relations avec les fournisseurs
 Services partagés Canada
 427, rue Laurier Ouest, 3,
 Ottawa, Ontario K1R 5C7

**REQUEST FOR QUOTE/ DEMANDE
 DE SOUMISSION**

Proposal To: Shared Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux: Services partagés Canada

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

Comments - Commentaires

Issuing Office – Bureau de distribution

SSC | SPC
 Procurement and Vendor Relations | Achats et relations avec les fournisseurs
 427 Laurier Avenue West, 3rd floor | 427, rue Laurier Ouest, 3 ième étage
 Ottawa, Ontario K1R 5C7

Title – Sujet PRINTER CONSUMABLES FOR STATISTICS CANADA	
Solicitation No. – N° de l'invitation RFQ 2BP9-80350	Date June 7, 2019
Client Reference No. – N° référence du client J029513	
File No. – N° de dossier RAS#19-80350	
Solicitation Closes – L'invitation prend fin at – à 2:00 PM on – le July 3, 2019	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 type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Katherine Ikeson	
Telephone No. – N° de téléphone : 613-298-2147	FAX No. – N° de FAX Not applicable
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : Statistics Canada, Ottawa, Ontario	

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)	
<hr/> Signature	<hr/> Date

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REQUEST FOR QUOTE - OVERVIEW

Bid Submission Details	<p>Bidders who submit a bid agree to be bound by the conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.</p> <p>The bid will be awarded to the lowest compliant bidder.</p> <p>Bids must include:</p> <ul style="list-style-type: none"> - A unit price for each of the products and part numbers; - Prices must be in Canadian dollars; - Prices must be Goods and Services Tax or the Harmonized Sales Tax exclusive, FOB destination, Canadian customs duties and excise taxes included within ANNEX B. <p>Bidders MUST sign Page 1 (front page) of the Request for Quotation (RFQ) and any certifications and forms required.</p>
Delivery Location of Good(s):	Ottawa, ON

1. Summary

Statistics Canada (the "Client") has a requirement for the supply and delivery of the products identified in Annex A and B.

A total of 489 initial units are required: as detailed in Annex A.

Optional Additional Quantities

The Bidder grants to Canada an irrevocable option to purchase up to an additional 489 (up to 100% of initial quantity ordered) consumable units as specified in Annex A, under the same terms and conditions and at the rates quoted in Annex B. This option will be valid for 6 months from contract award.

2. Request for Quotation

Canada requests that resellers review and respond with their best and final offer regarding the particular requirement described in the tables herein. Canada requests that the prices reflect the savings associated with the purchase of the volumes described herein.

3. Deliverables

See Annex "B" Basis of Payment.

4. National Security Exception

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

PART 2 BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses, and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in 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.
- (b) 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.
- (c) The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- (d) Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - i) Delete: sixty (60) days
 - ii) Insert: one hundred and twenty (120) days

2. Submission of Bids

- (a) Bids must be submitted only to Shared Services Canada, Procurement Officer, Katherine Ikeson by e-mail only to Katherine.ikeson@canada.ca and ssc.wtdprintingproducts-produitsimpressionatmt.spc@canada.ca by the date and time indicated on the cover page of the bid solicitation. For an offer to be considered, this RFQ must be completed and submitted in its entirety. All queries concerning the RFQ, whether before or after closing date, must be in writing by e-mail and addressed to Nina Caldwell at nina.calwell@canada.ca, Katherine Ikeson at Katherine.ikeson@canada.ca and ssc.wtdprintingproducts-produitsimpressionatmt.spc@canada.ca.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

- (g) Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.
- (h) Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it will not 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

3. Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 2 federal government working days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 CERTIFICATIONS

1. Certification

- (a) Bidders must provide the required certifications and documentation to be awarded a contract.
- (b) The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- (c) The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

2. Mandatory Certifications Required Precedent to Contract Award

- (a) Bidders must submit the following duly completed certifications as part of their bid.
- (b) Code of Conduct and Certifications

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

3. Federal Contractors Program for Employment Equity – Bid Certification

- (a) 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_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website
- (b) 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.

4. Integrity Provisions – List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.
- (b) Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- (c) Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

6. OEM Certification

- (a) 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.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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

- (a) Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.
- (b) The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 4 RESULTING CONTRACT CLAUSES

1. Requirement

The Contractor must provide the supply and delivery of Printer Consumables for Statistics Canada in accordance with and as described in Annex A.

- (a) _____ (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 supplying the purchased Hardware.
- (b) **Client:** Under the Contract, the "**Client**" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This contract will be used by SSC to provide shared services to Statistics Canada. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

2. Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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.

4. Security Requirement

This document is UNCLASSIFIED, however; the Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy.

5. Condition of Material

Material supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

6. Applicable Laws

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

7. Standard Clauses and Conditions

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

8. General Conditions

2010A (2018-06-21), General Conditions – Medium 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"

9. Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance; and

10. Delivery

All the deliverables must be received within 30 calendar days of Contract Award.

Precise addresses to be provided upon Contract Award.

11. Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract Incoterms 2000 "DDP Delivered Duty Paid".

12. Contracting Authority

The **Contracting Authority** is named below and is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.

Name: Katherine Ikeson
Department: Shared Services Canada
Address: 427 Laurier Avenue West, Floor 3
Ottawa, ON
K1R 5C7
Telephone: 613-298-2147
E-mail address: katherine.ikeson@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.

13. Client's Representative

The **Client's Representative** for the Contract is (Contact information TBD at contract award):

Department: Statistics Canada

14. Contractor's Representative

The **Contractor's Representative** for the Contract is (Please fill out):

Name _____
 Title _____
 Company _____
 Address _____
 Telephone _____
 Facsimile _____
 Email address _____

15. Basis of Payment

For providing the Hardware, in accordance with the Contract, Canada will pay the Contractor the firm prices set out in Annex B, FOB destination, including all customs duties, applicable taxes extra (if applicable).

16. Method of Payment – Single Payment

H1000C (2008-05-12), Single Payment

17. 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.

18. Purpose of Estimates

All estimated costs contained in the contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the contract.

19. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 06, Invoice Submission, of the 2029 (2016-04-04) General Conditions - Goods or Services.

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.

20. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

21. Insurance

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

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

22. SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

SACC Manual clause A9117C (2007-11-30), Direct Request by Customer Department.

SACC Manual clause B7500C (2006-06-16) Excess Goods

SACC Manual clause B1501C (2018-06-21) Electrical Equipment

SACC Manual clause D0018C (2007-11-30) Delivery and Unloading

23. Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part IV of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	N/A
Delivery Location	Refer to Part 7 Resulting Contract Clauses, Section 7.8 Delivery
Delivery Date	Refer to Part 7 Resulting Contract Clauses, Section 7.8 Delivery
Contractor must deliver Hardware Documentation	Yes
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
Contractor must Install Hardware at time of Delivery	Yes
Hardware is part of a System	Yes
Lease Period	N/A
Option to Extend Lease Period	N/A
Delivery of Leased Hardware	N/A
Principal Period of Maintenance (PPM)	PPM is defined as the consecutive hour period per day between the hours of 08:00 to 17:00 (ET) Monday through Friday, excluding statutory holidays.
4001 08 - Level of Service	Contractor must ensure 95% availability in a normal user month.
4001 25 (7) Hardware Maintenance Service Report	Copies of these reports must be made available to the Contracting Authority within thirty (30) days of request.
4001 26 Class of Maintenance Service	N/A
4001 26 (3).a.(i) Service Response Time	See 7.17 Service Response Time during PPM
Toll-free Telephone Number for Maintenance Service	N/A
Website for Maintenance Service	N/A

In addition to and notwithstanding 4001 (2015-04-01) Supplemental General Conditions Hardware Purchase, Lease and Maintenance the following articles apply to the Contract.

24. 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).

25. 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) General conditions 2010A (2018-06-21), Medium Complexity - Goods
- (c) Supplemental general conditions, in the following order;
 - i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) The Contractor's quote dated _____.

ANNEX A
STATEMENT OF WORK

Title: Printer Consumables for Statistics Canada

Background:

Statistics Canada requires the supply and delivery of below listed Printer Consumables.

Optional Additional Quantities

The Bidder grants to Canada an irrevocable option to purchase up to an additional 489 units (up to 100% of the initial quantity ordered) consumable units as specified in Annex A, under the same terms and conditions and at the rates quoted in Annex B. This option will be valid for 6 months from contract award.

Only the products listed below are acceptable. Only OEM products are acceptable. No substitutions will be accepted.

Requirement:

The following is a list of required items:

Quantity	Optional Quantity	Product
166	166	Waste Toner (WX-103/A4NNWY3)
163	163	Drum - Black (A7u4-ORD/DR313K)
38	38	Drum - CMY (A7u4-0TD/DR313C)
46	46	Developer - Black (A9C8-03D)
26	26	Developer - Cyan (A9C8-0KD)
26	26	Developer - Magenta (A9C8-0ED)
24	24	Developer - Yellow (A9C8-08D)
489	489	

**ANNEX B
BASIS OF PAYMENT**

Table 1 - List of Deliverables					
Item No.	Manufacturer's Product Name	P/N	Qty	Unit Price	Extended Price
1	Waste Toner (WX-103/A4NNWY3)		166	\$	\$
2	Drum - Black (A7u4-ORD/DR313K)		163	\$	\$
3	Drum - CMY (A7u4-0TD/DR313C)		38	\$	\$
4	Developer - Black (A9C8-03D)		46	\$	\$
5	Developer - Cyan (A9C8-0KD)		26	\$	\$
6	Developer - Magenta (A9C8-0ED)		26	\$	\$
7	Developer - Yellow (A9C8-08D)		24		
TOTAL CAD :					

Table 3 - Total Bid Price		
Item No.		Price
1	Total (CAD) of Deliverables	\$
2	Delivery	\$
SUBTOTAL BID PRICE:		\$
TAX (___%):		
TOTAL:		\$

**ANNEX C
INTEGRITY FORM**

Adresse de courriel /E-mail Address:
Ministère/Department: Shared Services Canada
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN

ANNEX D
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 _____

ANNEX E

BIDDER FORMS

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
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)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)

<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>	
<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. 	
<p>Signature of Authorized Representative of Bidder</p>	