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| <p>Return Bids to: - Retourner les soumissions à :</p> <p>Tunde Temidire</p> <p>Procurement and Vendor Relations Shared Services Canada 13th Floor, 180 Kent Street, Ottawa, Ontario K1P 0B6</p> <p>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 therefor.</p> <p>Proposition à: 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-annexée, au(x) prix indiqué(s).</p> <p>Bidder's Name and Address - Raison sociale et adresse du Fournisseur/de l'entrepreneur</p> <p>_____</p> <p>_____</p> | <p>Request for Proposal / Demande de proposition</p> <p>Title – Sujet Uninterruptible Power Supply (UPS) and Power Distribution Unit (PDU)</p> <table border="1"> <tr> <td data-bbox="760 365 1203 422"> Solicitation No. – No de l'invitation BPM011620 </td> <td data-bbox="1203 365 1547 422"> Date January 12, 2021 </td> </tr> </table> <p>Solicitation closes – L'invitation prend fin</p> <p>On – le : February 05, 2021 At – À : 15:00 P.M. Time zone – Fuseau horaire : EDT / HAE</p> <p>Contracting Authority / Autorité contractante Address / adresse :</p> <p>Tunde Temidire Procurement and Vendor Relations Shared Services Canada 13th Floor, 180 Kent Street Ottawa, Ontario K1P 0B6</p> <p>E-mail address / Courriel :</p> <p>Tunde.Temidire@canada.ca</p> | Solicitation No. – No de l'invitation BPM011620 | Date January 12, 2021 |
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| <p>Telephone No. – No de téléphone</p> <p>(____) _____</p> <p>Fax No. – No de télécopieur</p> <p>(____) _____</p> | <p>Telephone No. – No de telephone</p> <p>(613) 407-8370</p> <p>Fax No. – No de télécopieur</p> <p>N/A</p> | | |
| <p>Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire</p> <p>_____</p> <p>Name and title/Nom et titre</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p> <p>_____</p> | <p>Destination - Destination See herein / Voir dans ce document</p> | | |



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BID SOLICITATION FOR UNINTERRUPTIBLE POWER SUPPLY (UPS) AND POWER DISTRIBUTION UNIT (PDU) FOR GLOBAL AFFAIRS CANADA (GAC)

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, and Insurance Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement, the Basis of Payment, and the Supply Chain Security Information.



2. Summary

Global Affairs Canada (GAC) has a requirement to purchase multiple Uninterruptible Power Supply (UPS) and a Power Distribution Units (PDU), to be delivered to a Global Affairs Canada (GAC) facility as specified in the Contract in the National Capital Region (NCR).

Only one contract will be awarded pursuant to this solicitation.

Potential Client Users: This solicitation is being issued by SSC. It is intended that the contract resulting from any subsequent solicitation will be used by GAC.

There is a supply chain integrity requirement associated with this requirement, see Part 2, Part 3, Part 4, and Part 7 for additional information.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.”

3. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

2003 (2020-05-28) 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).

- i. 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”
- ii. Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - a) Delete: sixty (60) days
 - b) Insert: ninety (90) daysFor purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- iii. Section 6 is replaced by the following:

SSC will return bids delivered after the stipulated bid solicitation closing date and time.
- iv. Section 7 is deleted in its entirety.

1.1 SACC Manual Clauses

Standard Procurement Clauses

A3015T (2014-06-26) Certifications - Bid, is incorporated by reference into and form part of the bid solicitation.

B1000T (2014-06-26) Condition of Material - Bid, is incorporated by reference into and form part of the bid solicitation.

B1501C (2018-06-21) Electrical Equipment, is incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

- i. Bids must be submitted to the Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.
- ii. Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted. Therefore, submissions must be sent electronically through email.



3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference 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. Non-Disclosure Agreement

By submitting a response, the Bidder agrees to the terms of the non-disclosure agreement below (the "Non-Disclosure Agreement"):

- i. 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.
- ii. 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 whether or not that information is labeled as classified, proprietary or sensitive.
- iii. 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 security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Bidder agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
- iv. 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 calendar days following that request.
- v. The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at RFP stage, or immediate termination of the resulting Contract. 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.
- vi. This Non-Disclosure Agreement remains in force indefinitely.

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. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

- 1.1 Electronic Submission of Responses:** Respondents must submit their responses by email in accordance with this Section by the date and time of closing to the email address identified on the cover page of this document as the “Email Address for Response Submission”.
- i. **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - a) PDF attachments; and
 - b) documents that can be opened with either Microsoft Word or Microsoft Excel.

Respondents that submit attachments in other formats do so at their own risk.
 - ii. **Email Size:** Respondents should ensure that they submit their response in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Response Submission by the closing date and time will be considered part of the response.
 - iii. **Email Title:** Respondents are requested to include the Bid Solicitation No. identified on the cover page of this document in the “subject” line of each email forming part of the response.
 - iv. **Time of Receipt:** All emails received at the Email Address for Response Submission showing a “received” time before the response closing date and time will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the response is received by SSC will be determined:
 - a) by the delivery time stamp received by the Respondent if the Respondent has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - b) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Respondent has not turned on Delivery Status Notification for the sent email.
 - v. **Availability of Contracting Authority:** During the two (2) hours leading up to the closing date and time, an SSC representative will monitor the Email Address for Response Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the Respondent is experiencing difficulties transmitting the email to the Email Address for Response Submission, the Respondent should contact SSC immediately at the Contracting Authority’s coordinates provided on the cover page of this document.
 - vi. **Email Acknowledgement of Receipt by SSC:** On the closing date, an SSC representative will send an email acknowledging receipt of each response (and each email forming part of that response, if multiple emails are received) that was received by the closing date and time at SSC’s Email Address for Response Submission.
 - vii. **Delayed Email Bids:** SSC will accept an email response received in the first 24 hours after the closing date and time only if the Respondent can demonstrate that any delay in delivering the email to the SSC Email Address for Response Submission is due to Canada’s systems. Responses received by email more than 24 hours after the closing date and time will not be accepted under



any circumstances. As a result, Respondents who have tried to submit a response, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the response arrived at the SSC Email Address for Response Submission on time.

- viii. **Responsibility for Technical Problems:** Canada will not be responsible for:
- a) any technical problems experienced by the Respondent in submitting its response, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC's security services; or
 - b) any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Respondents will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

Canada will only accept electronic copies of the response e-mailed to:

Name : Tunde Temidire

Email : Tunde.Temidire@canada.ca

1.2 Submission of Only One Bid from a Bidding Group:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- ii. For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
 - iii. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - iv. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - v. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - vi. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

1.3 Joint Venture Experience:

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have three (3) years of experience providing maintenance services, and (b) that the bidder have two (2) years of experience integrating hardware with complex networks, then each of these two (2) requirements can be



met by a different member of the joint venture. However, for a single requirement, such as the requirement for three (3) years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling three (3) years. Such a response would be declared non-responsive.

2. Section I: Technical Bid

Bid Submission Form: Bidders are requested to include the Bid Submission Form 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.

Substantiation of Technical Compliance Form: The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of the Evaluation Criterion identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation must refer to additional documentation submitted with the bid - this information must be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders must indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

All technical documentation must be provided with the bid submission. No new documentation or updates to the documentation are permitted after closure of bidding stage.

Subject Matter Expert opinion will not be accepted as proof of passing each requirement.

3. Section II: Financial Bid

Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

All Costs to be Included: The financial bid 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.

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.



4. Section III: Certifications

Bidders must submit the certifications required under Part 5.

5. Section IV: Supply Chain Security Information (SCSI) Requirement

A complete SCSI response consists of the following:

- i. An IT Product List
- ii. List of subcontractors



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the supply chain integrity process, and the technical and the financial evaluation criteria.

There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps.

Canada may conduct steps of the evaluation in parallel.

Step 1:

Evaluation of the Mandatory Technical Requirements and Rated Technical Requirements as shown in the Substantiation of Technical Compliance Form.

Step 2:

Financial Evaluation

Step 3:

The top-ranked responsive proposal will be determined as per Section 5 – Basis of Selection of this Part 4, based on the results from Step 1 and Step 2 above.

Step 4:

Evaluation of the Additional Mandatory Technical Requirements at the Proof of Proposal Test as shown in the Substantiation of Technical Compliance Form for the top-ranked responsive proposal.

An evaluation team composed of representatives of Canada will evaluate the bids.

In addition to any other time periods established in the bid solicitation:

- i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) business 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 being declared non-responsive.
- ii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

2. Supply Chain Integrity (SCI) Process

2.1 Definitions

The following words and expressions used in this Supply Chain Integrity Process have the following meaning:

- i. “Products” means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
- ii. “Workplace Technology Devices” means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
- iii. “Product Manufacturer” means the entity which assembles the component parts to manufacture a Product.



- iv. "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.
- v. "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- vi. "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

2.2 Mandatory Qualification Submission Requirements

A supply chain scope diagram is attached at Annex D to provide a visual representation of the Supply Chain Security Information (SCSI) requirement which the Bidders, must provide.

Bidders must submit, with their Response on the RFP closing date, the following SCSI:

- i. **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:
 - a) Location: identify where the Product is interconnected within 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 center, security operations center, internet or other public network peering points, etc.);
 - b) Product Type: identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer three (3) internetworking devices;
 - c) IT Component: identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc.;
 - d) Product Model Name or Number: identify the advertised name or number of the Product by the Product Manufacturer;
 - e) 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;
 - f) Identify the Product Manufacturer and/or Software Publisher;
 - g) Name of Subcontractor refers to the subcontractor that will provide the Product.

Bidders are requested to provide the IT Product List information on the form at Annex D. It is requested that the Bidders indicate their legal name on each page and insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to 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 are considered the same Product with regards to SCSI).

- ii. **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:
 - a) The name of the subcontractor;
 - b) The address of the subcontractor's headquarters;
 - c) The portion of the Work that would be performed by the subcontractor; and
 - d) 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 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, the Bidder is requested to indicate this in its response.

Bidders are requested to provide their information on the form at Annex D. It is requested that Bidders indicate their legal name on each page, insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each subcontractor and additional rows as may be necessary.

2.3 Assessment of Supply Chain Security Information

- i. 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.
- ii. 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 two (2) business 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 response 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 response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- iii. If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, 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:
 - 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 ten (10) 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 response will be disqualified.



- iv. 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 this RFP 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 the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - c) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - 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.
- v. Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- vi. Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

3. Technical Evaluation

Mandatory Technical Criteria:

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

The mandatory requirements are described in the Substantiation of Technical Compliance Form:

- i. Mandatory Technical Requirements
- ii. Additional Mandatory Technical Requirements at the Proof of Proposal Test



Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in the Rated Technical Requirements of the Substantiation of Technical Compliance Form.

Each feature and capability identified by the Bidder in their bid response, that receives a score for any of the rated requirements, will form part of the goods and services to be provided by the Contractor of any resulting contract.

3.1 Proof of Proposal Test for Top-Ranked Bid:

1. Canada reserves the right to invite the highest-ranked Bidder after Technical and Financial Evaluation (as detailed below) to a Proof of Product (PoP) test at GAC's location in the NCR. Through the PoP test, Canada will test the proposed Product to confirm that it will function as described in the bid. The vendor will be required to recreate the technical environment described in Proof of Test Criteria.
2. After being notified by Canada, Bidders will be given up to two (2) working days to start the installation of the proposed Product. The Product must be installed, functional, and fully charged within one (1) working day of the Bidder starting the installation. Canada will then conduct the PoP test. Up to two (2) representatives of the Bidder may be present during the test. The Bidder may also indicate in its bid the representatives available by telephone to provide technical support during the PoP. Canada will not delay the test if an individual is unavailable. Once started, the PoP test must be completed within two (2) working days (7.5 hours/day).
3. Canada will document the results of the PoP test. If Canada determines that the proposed Product does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP test. The bid will be disqualified and Canada will proceed with the next ranked responsive bid.
4. If, during the initial installation of the proposed Product for the PoP test, the Bidder discovers that there are missing or defective components identified in the technical bid, the Bidder must cease the installation process and inform the Second Administrative Authority. If Canada determines that the missing and/or defective items are components identified in the technical bid, Canada will permit the Bidder to submit the missing components and/or replacements for the defective components within one (1) working day of the issue being discovered.
5. If during the PoP test, Canada determines that the Bidder's offered devices do not meet a feature or function within the Proof of Test Criteria. The PoP test with the Bidder will end and no further consideration will be given to that Bidder. Canada will then start the PoP test with the next highest ranked Bidder (as determined in accordance with the combination of technical merit and pricing).
6. Canada will assume the responsibility for all cost related to Canada's resources/employees and Canada owned equipment and facilities; otherwise the testing will be conducted at no additional cost to Canada.
7. In connection with the PoP test, the Bidder grants to Canada permission to use the Bidder's offered devices for testing and evaluation purposes, as described herein. Should the PoP test complete successfully and the Bidder receives a Contract under this solicitation, Canada will include the tested devices in the initial order amount, otherwise the devices will be returned to the Bidder at the Bidder's cost.
8. The Bidder grants to Canada a limited license to use the Bidder's proposed Product for PoP testing and evaluation purposes.



i. General

- a. Canada requires the Bidder to have, as necessary, one (1) sample unit of Option 1 (UPS, 2 x PDUs , Batteries, Battery Cabinet, Environmental Monitor) and one (1) sample unit of Option 2 (UPS, Surge Suppression Device, Stepdown Transformer, Batteries, Battery Cabinet, Environmental Monitor), as illustrated in Appendix A to Annex A – UPS/PDU Options of the proposed Product, available within two (2) working days of receipt of a written request by Canada for test samples. The Product supplied for testing must be identical to those listed in the Bidder's bid response.
- b. Test samples will be assessed by SSC in order to demonstrate that the proposed Product meets the technical requirements stated in the Proof of Test criteria and that the proposed Product can operate within GAC's current IT infrastructure.
- c. Despite the written bid, if Canada determines as a result of examining the device test samples that the Bidder's proposed Product does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive and the Bidder's Proposal will be given no further consideration.

ii. Canada's Responsibilities:

- a) Notification to the Bidder of the requirement to submit testing samples including the due date for receipt of samples, the date of testing (for availability by the Bidder) and the location of delivery of the test samples. This will be the responsibility of the Contracting Authority.
- b) Verification of Product functionality and compatibility during the testing process with the assistance of the Bidder.
 1. Canada's testing evaluation team is composed of SSC representatives, who will be on-site to observe the testing.
- c) Canada will provide the following in order to facilitate testing:
 1. Technical support by means of an SSC technical infrastructure representative, an SSC functional analyst and an SSC technical representative.
- d) Notification to the Bidder of a Technical or Administrative Fault recorded during the testing evaluation. This will be the responsibility of the Contracting Authority.

iii. The Bidder's Responsibilities:

- a) The top-ranked Bidder (identified after the financial evaluation) must submit one (1) of each complete Product samples (as illustrated in Appendix A to Annex A – UPS/PDU Options for Option 1 and Option 2 for testing purposes.
- b) The Bidder must submit a list of all serial numbers and parts numbers for Product test samples of each option, including all associated peripherals, in advance of the delivery of the test samples, to meet GAC's security requirements.
- c) The Product test samples must be delivered, at no cost to Canada, to a location specified by Canada in the National Capital Region (NCR) within two (2) working days of the Contracting Authority's written request.
- d) The Bidder's representative must be available by telephone or e-mail during the testing period, and must be on-site within 24 hours of request by SSC personnel (if required).



iv. Testing Procedures and Set-up Instructions

- a) Testing hours:
 - 1. Specific hours for the conduct of the testing will be set out in the notification letter provided to the Bidder. It is anticipated that the hours for testing will be within SSC's core business hours, Monday to Friday local time, at the testing site, with the exception of any local Federal Government and Provincial Holidays.
 - 2. Specific timing for the delivery and initial set-up of the devices (by Canada) will be provided in the notification letter sent to the Bidder by Canada.

- b) Verification process
 - 1. Verification of the configuration will begin once SSC has finished installing the Products with the assistance of the Bidder.
 - 2. In the event that any Product(s) delivered to the testing site is not properly configured, the Bidder will be required to rectify the discrepancy within 24 hours of written notification unless another time period is agreed upon in writing by the Contracting Authority.
 - 3. If the configuration discrepancy is not rectified within the identified time period, the resulting fault may be deemed as an Administrative Fault.
 - 4. If the configuration discrepancy is not rectified at all, the resulting fault will be deemed as an Administrative Fault.
 - 5. **A maximum of one (1) Administrative Fault will be permitted.**

- c) If the Product sample(s), or its replacement, exhibits another Administrative Fault, the Product will be eliminated from further consideration.

- d) In the event that the Product does not function in accordance with the Technical Requirements or fails to execute the testing completely and accurately, the Bidder will be required to repair the Product within 24 hours of notification by SSC unless another time period is agreed upon in writing by the Contracting Authority.
 - 1. If the functionality issue is not rectified within the identified time period, the resulting fault may be deemed as a Technical Fault.
 - 2. If the functionality issue is not rectified, the resulting fault will be deemed a Technical Fault.
 - 3. **A maximum of two (2) Technical Faults will be allowed.**

- e) Failure by the Bidder to repair the Product will result in the Product being declared non-compliant. These Technical Faults apply to all parts of the testing.

- f) If the Product, or its replacement, exhibits a third Technical Fault, the Product will be declared non-compliant.

- g) Notification of Fault:
 - 1. Notification of a Technical Fault will be made to the Bidder's designated representative by the Contracting Authority and logged. The 24-hour clock will start after notification.

- h) Component Replacement during Testing:
 - 1. Replacement of Product components (i.e. hard drive or peripherals) is allowed to facilitate a repair. These replaced components must be of the same manufacturer and model number as the component being proposed and being replaced.



2. The Bidder is permitted to change a specific Product component once during testing. Additional changes of the specific component will result in the assessment of non-compliance of the Product.

vi. Applicable Definitions:

- a) Product: The proposed devices, associated peripherals (e.g. cables, charger, etc.), and required software.
- b) Product Setup: The proposed set of devices and associated peripherals delivered to meet the requirements of the technical specifications of the bid solicitation and any subsequent modifications, configured and delivered (with all necessary documentation, etc.), as per the demonstration instruction letter issued by the Contracting Authority.
- c) Administrative Fault: This occurs when the product is not supplied and configured as per the demonstration instruction letter. Administrative Faults are not used to bring a product from a non-compliant state to a compliant state.
- d) Technical Fault: This occurs when the product does not function in accordance with the technical requirement of the bid solicitation. Technical Faults cannot be used to bring a product from a noncompliant state to a compliant state.
- e) Non-Compliance: Any Product that fails to meet the bid solicitation technical requirements. Examples of non-compliance include; minimum number of hard drive bays, does not provide battery backup, hard drives do not meet minimum rpm, etc.
- f) Product Elimination: This occurs if the first Administrative Fault cannot be rectified within the time period specified by the Contracting Authority or a second Administrative Fault occurs. It also applies when there is a second Technical Fault or if any Technical Fault cannot be rectified within the time period specified by the Contracting Authority.

4. Financial Evaluation

The financial evaluation will be conducted by calculating the bid evaluated price for each bidder by the following method:

The values will be based on the values as submitted by the bidders as per the tables in Annex B. Table 1, 2, or 3 below are referring to the tables in Annex B.

Bid Evaluated Price = A

A Financial Bid Worksheet has been provided as Form 3 of this RFP to demonstrate how the Effective Price is calculated.

5. Basis of Selection

A bid must be qualified pursuant to the SCI process, comply with the requirements of the bid solicitation, meet all mandatory technical evaluation criteria.

The technical evaluation criteria which are subject to point rating is performed on a scale of 70 points.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.



To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

EXAMPLE:

The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

| Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%) | | | |
|--|-------------------------------|---------------------------------------|--------------------|
| Bidder | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | 76 | 82 | 88 |
| Bid Evaluated Price | C\$50,000 | C\$55,000 | C\$60,000 |
| | | | |
| Calculations | Technical Merit Points | Price Points | Total Score |
| Bidder 1 | $76 / 100 \times 70 = 53.2$ | $50,000^* / 50,000 \times 30 = 30.00$ | 83.2 |
| Bidder 2 | $82 / 100 \times 70 = 57.4$ | $50,000^* / 55,000 \times 30 = 27.27$ | 84.67 |
| Bidder 3 | $88 / 100 \times 70 = 61.6$ | $50,000^* / 60,000 \times 30 = 25$ | 86.6 |

Bidders should note that all contract awards are subject to Canada’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada’s internal policies. If approval is not granted, no contract will be awarded.

If more than one bidder is ranked first because of identical overall scores, then the following tie-breaking method will apply, in the following order:

1. The bidder with the Lowest Bid Evaluated Price; if it is still tied, then
2. The bidder who proposed the smallest device; if it is still tied, then
3. The bidder who scored the highest in the rated requirements



PART 5 – CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Code of Conduct and Certifications - Related documentation

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.

2. 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

3. OEM Certification

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



- iii. 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.

4. Software Publisher Certification and Software Publisher Authorization

- i. If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders 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.
- ii. Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers 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.
- iii. In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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

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.

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 6 – SECURITY, AND INSURANCE REQUIREMENTS

1. Security Requirements

There is no security requirement

2. Insurance Requirements

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.

PART 7 - RESULTING CONTRACT CLAUSES

Part 7 of this solicitation is intended to form the basis for any resultant contract. To the extent possible, these Articles are written as they would appear in any resultant contract.

The Clauses, Terms and Conditions of Part 7 shall be requirements of any resulting Contract. Explicit, unqualified acceptance of these Articles, in their entirety, as they appear in Part 7 is a mandatory requirement of this solicitation.

These Articles may be amplified by SSC in any resultant Contract to provide additional descriptive or pricing information that may be provided in a proposal to SSC.

Bidders shall not amend the following clauses, terms and conditions in any way, including the addition of a new provision which may have the effect of derogating from a mandatory provision.

1. Requirement

1.1 _____ (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work and Technical Mandatory Specifications, in accordance with, and at the prices set out in, the Contract. This includes:

- i. supplying the purchased Hardware;
- ii. providing the Hardware Documentation;
- iii. providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
- iv. granting the license to use the Licensed Software described in the Contract;
- v. providing the Software Documentation;
- vi. providing maintenance and support for the Licensed Software during the Software Support Period;

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

1.2 **Client:** Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. 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.



1.3 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.

1.4 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:

any reference to a “**deliverable**” or “**deliverables**” includes the Hardware, and the license to use the Licensed Software;

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://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.

2.1 General Conditions

2030 (2020-05-28), General Conditions – Higher Complexity - Goods, are incorporated by reference into 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”

Section 22 of the General Conditions is amended as follows: replace “12 months” with “36 months”.

2.2 Supplementary General Conditions

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

ii. 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

Section 08 is replaced as follows:

The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012,



ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.

- iii. 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- iv. B1501C (2018-06-21) Electrical Equipment;
is incorporated by reference into and form part of the Contract.

3. Security Requirements

- i. There is no security requirement

4. Contract Period

Contract Period: The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends March 31, 2026; and

5. Delivery

The contractor must make the complete delivery on or before March 31, 2021. Failure to make the complete delivery by March 31, 2021 may result in the cancellation of this contract.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

NAME: Tunde Temidire
ADDRESS: 13th Floor, 180 Kent Street, Ottawa, Ontario, K1P 0B6, Canada
TELEPHONE NUMBER: (613) 8370
FAX NUMBER: (613) 960-6026
E-MAIL ADDRESS: Tunde.Temidire@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.



6.2 Technical Authority

(The Technical Authority for the Contract will be provided at the contract award.)

The Technical Authority for the Contract is:

Name: _____
Address: _____
Telephone: _____-_____-_____
Facsimile: _____-_____-_____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the 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.

6.3 Contractor's Representative

Name: _____
Address: _____
Telephone: _____-_____-_____
Facsimile: _____-_____-_____
E-mail address: _____

7. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

8. Payment

8.1 Basis of Payment

- i. **Purchased Hardware and Software:** For providing the Hardware and Software, including warranty, delivery, and maintenance and support in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, following acceptance, FOB destination, including all customs duties, Applicable Taxes extra.
- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iii. **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.



9. Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the UPS/PDU devices delivered have been accepted by Canada.

10. Limitation of Expenditure

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.

11. Payment Credits

- i. **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada as follows:
the Contractor must provide a credit of 1% for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.
- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period,
- iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.



12. Advance shipping notice

The Contractor should submit an advance shipping notice through the SSC P2P portal to notify SSC of the pending delivery of the goods under this Contract within 24 hours after shipping the goods. For ongoing or continuing services, the advance shipping notice will not be necessary as the Contractor must provide monthly invoices in accordance with the invoicing instructions provided in the Contract.

13. Invoicing Instruction

The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.

For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.

If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

14. 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 term of the Contract. 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, pursuant to the default provision of the Contract, to terminate the Contract for default.

14.1 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and ESDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

15. Applicable Laws

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



16. Priority of Documents

If there is a discrepancy between the wordings 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.

- i. These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- ii. 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- iii. 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- iv. 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- v. B1501C (2018-06-21), Electrical Equipment
- vi. 2030 (2020-05-28), General Conditions – Higher Complexity – Goods, as amended;
- vii. Annex A, Statement of Requirement;
- viii. Annex B, Basis of Payment;
- ix. Annex C, SCSI Submission Form;
- x. Annex D, SCI Scope Diagram;
- xi. The Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

17. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

17. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

18. Insurance

SACC Manual clause G1005C (2006-01-28), Insurance



19. Limitation of Liability

Limitation of Liability - Information Management/Information Technology

1. 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.
2. First Party Liability:
 - a. 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:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
 - b. 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.
 - c. 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.
 - d. 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 (a) above.
 - e. 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:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. 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 (ii) 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 million.



In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1 million, whichever is more.

- f. 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.

3. Third Party Claims:

- a. 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.
- b. 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 (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

20. Supply Chain Security Clauses

- i. "Product" means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.
- ii. "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
- iii. "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- iv. "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.



20.1 On-going Supply Chain Integrity Process

- i. **Supply Chain Integrity Process:** The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:
 - a) an IT Product List;
 - b) a list of subcontractors; and
 - c) network diagram(s).

This SCSI is included as Annex D. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

- ii. **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex D. In that regard:
 - a) The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.
 - b) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavor to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
 - c) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
 - d) 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 provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.
- iii. **Identification of New Security Vulnerabilities in SCSI already assessed by Canada:**
 - a) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
 - b) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.



iv. Addressing Security Concerns:

- a) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- b) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

- c) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

v. Cost Implications:

- a) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment, However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
 - with respect to Products already assessed without security concerns by Canada pursuant to an SCSi assessment, evidence from the Contractor of how long it has owned the Product;
 - with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - the normal useful life of the Product;
 - any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - the normal useful life of the proposed replacement Product;
 - the time remaining in the Contract Period;



- whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
 - whether or not the Product being replaced can be redeployed to other customers;
 - any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
 - the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- b) Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.
- c) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

vi. General:

- a) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- b) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- c) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- d) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).



- e) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

20.2 Subcontracting

- i. Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:
 - a) the name of the subcontractor;
 - b) the portion of the Work to be performed by the subcontractor;
 - c) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
 - d) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
 - e) completed sub-SRCL signed by the Contractor's Company Security Officer for CISC completion; and
 - f) any other information required by the Contracting Authority.
- ii. For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

20.3 Change of Control

- i. At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
 - a) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
 - a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
 - a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and



- any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

- ii. The Contractor must notify the Contracting Authority in writing of:
 - a) any change of control in the Contractor itself;
 - b) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - c) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

- iii. In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- iv. If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- v. If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- vi. In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.



- vii. Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

21. Joint Venture Contractor

- i. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].
- ii. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - a) _____ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - b) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - c) all payments made by Canada to the representative member will act as a release by all the members.
- iii. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.
- iv. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- v. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- vi. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

22. With respect to the provisions of Supplemental General Conditions 4001:

| | |
|---|--------------------------------|
| Part III of 4001 applies to the Contract (Additional Conditions: Purchase) | Yes |
| Part IV of 4001 applies to the Contract (Additional Conditions: Lease) | No |
| Part V of 4001 applies to the Contract (Additional Conditions: Maintenance) | Yes |
| Delivery Location | GAC-designated location in NCR |
| Contractor must deliver Hardware Documentation | Yes |
| Contractor must update Hardware Documentation throughout Contract Period | Yes |
| Hardware Documentation must include maintenance documentation | Yes |
| Parts Supplied as part of Hardware Maintenance Service | All parts must be new. |



| | |
|--|--|
| 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 | No |
| Availability-level Testing will be performed before Acceptance | No |
| Hardware Warranty Period | Despite Supplemental General Conditions 4001, the Hardware Warranty Period under Part V is 60 months |
| Class of Maintenance Service | Despite Section 22 of Standard General Condition 2030, the Contractor must provide replacement parts within one (1) business day for all defective parts of the UPS/PDU Devices under warranty. |
| | The Contractor must provide 60-month support and maintenance for all management software including major and minor version upgrades or updates at no additional cost to SSC. |
| Toll-free Telephone Number for Software Support and Maintenance Service | [to be completed with information from the Contractor at the time of award] in English and, if available, in French. The yearly software support and maintenance must include a minimum of four (4) calls at no additional cost to SSC. |

23. Purchased Hardware:

The Hardware must be delivered together with any software specified in the Contract or required for the Hardware to function in accordance with the Specifications (the “Licensed Software”). With respect to the Licensed Software:

- i. It must be the current release and, unless otherwise specified, require no further research or development to meet the Specifications;
- ii. It must be supported by, and fully compatible with, the Hardware up to the limit of the Hardware’s expansion capability. The Contractor must completely integrate and interface the Licensed Software with the Hardware before acceptance;
- iii. The Contractor grants a single, perpetual, non-exclusive license to Canada for the Client for each UPS/PDU unit to use the Licensed Software in accordance with the Contract. This license allows the Client to install, copy, deploy and use the Licensed Software.



24. With respect to the provisions of Supplemental General Conditions 4003:

| | |
|--|--|
| Licensed Software | The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [this information will be completed at contract award using information in the Contractor's bid] |
| Type of License being Granted | |
| Entity License Or Number of Devices Licensed | The Entity Licensed is the Client. |
| Language of Licensed Software | The Licensed Software must be delivered in English and, if available, French. |
| Media on which Licensed Software must be Delivered | Internet Download or CD-ROM or DVD |

24.1 On-going Maintenance of Software Code:

The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or “build” originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least five (5) years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or “build” of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.



25. With respect to the provisions of Supplemental General Conditions 4004:

| | |
|---|--|
| Software Support Period | The Software Support Period is the Warranty Period of the UPS/PDU |
| Contractor must provide On-site Support Services | Yes |
| Contact Information for Accessing the Contractor's Support Services | In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Email Access: _____ The Contractor must respond to all telephone or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. [Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.] |
| Website | In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. [Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.] |
| Language of Support Services | The Support Services must be provided in in English and, if available, French. |

26. Delivery-Specific Deliverable Substitutions of Hardware

- i. If the Contractor is unable to provide a specific item of Hardware ordered under the Contract and wishes to offer a substitute in respect of that order, the Contractor must submit a request to the Contracting Authority together with a certificate that the proposed substitute item meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product must not exceed:
 - a) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - b) the current published list price of the substitute product, minus any applicable Government discount; or
 - c) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- ii. The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.



- iii. The ability to propose a substitute for a specific delivery does not relieve the Contractor of its obligation to make delivery within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

27. Deliverable Alternatives for Hardware

- i. The Contractor may propose an alternative for an existing Hardware product listed in the Contract, as long as the proposed alternative meets or exceeds the specification(s) of the existing product for which the new product is being offered as an alternative and the price for the alternative product does not exceed:
 - a) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - b) the current published list price of the substitute product, minus any applicable Government discount; or
 - c) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- ii. The proposed alternative product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- iii. The alternative item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the alternative is acceptable. Whether or not to accept or reject a proposed alternative is entirely within the discretion of Canada. If Canada does not accept a proposed alternative, the Contractor must continue to deliver the original product. If accepted, the addition of the alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.
- iv. The ability to propose an alternative does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract by the Delivery Date, regardless of whether or when the proposed substitution is approved.

28. Extension of Existing Product Line

- i. During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
 - a) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
 - b) the current published list price of the substitute product, minus any applicable Government discount; or
 - c) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- ii. The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).



- iii. Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- iv. No new products will be included in the Contract until one year after the Contract is awarded.

Warranty

For each device, and all associated peripherals, the Contractor must provide warranty coverage for a period of five (5) years (60 months). The warranty must provide for next business day replacement for all parts including batteries. The support and maintenance for all management software including minor version upgrades or updates shall be provided at no additional cost to Canada.

The Contractor must be responsible for all associated shipping costs related to warranty, repair and replacement, to and from GAC's premises. The warranty term shall commence from the date each device (including its peripherals) are received by Canada.

The Contractor's warranty must include both materials and labour, and provide coverage for construction, wear, workmanship and parts.

2.5 Contractor's Warranty, Maintenance and Support Representative

The Contractor must provide a toll-free (in Canada) telephone number that GAC/SSC personnel may use to contact the Contractor for all maintenance, support and warranty requests.

The Contractor must designate a single point of contact as its representative responsible for the management of the contract and its business relationship with Canada.

The yearly Software Support and maintenance must include a minimum of four (4) support calls at no additional cost to Canada.

The Contractor must provide Support Services in both of Canada's Official Languages. The parties agree that this means that:

- i. callers must be able, prior to speaking with a live technician, to select whether the technician will provide the Support Services to them in either French or English;
- ii. a technician who fluently speaks the language selected by the caller will provide the support to the caller in that language (i.e., without the need for a translator); and
- iii. users must experience the same level of service, regardless of whether they choose French or English (i.e., the Contractor is solely responsible for providing technicians fluent in French and English in sufficient numbers to respond to calls quickly and effectively in both of Canada's Official Languages while complying with all other service levels under the Contract).



ANNEX A

STATEMENT OF REQUIREMENTS

Requirement

Global Affairs Canada (GAC) has 178 missions in 110 countries dispersed across the world. In the missions there is a variety of environmental factors that vary by region such as humidity, air quality, power and temperature that must be overcome to provide a reliable service. The Mission Data Centre Infrastructure is responsible for providing a highly available, secure, and fully managed capability for compute and storage infrastructure services, with the following capabilities:

- Compute provides containers in which IT workloads can run. An IT workload stack consists of applications, associated data, and an operating system environment in which the application executes. A workload container is the pairing of compute infrastructure and an operating system environment. There are two kinds of Compute Infrastructure containers – a bare metal (physical) server and a virtual machine. The compute infrastructure is implemented using a stateless compute node model where compute, storage and networking are assembled in a software-defined fashion to provide dynamically configurable compute infrastructure containers.
- Storage provides capacity, connectivity, availability, and data protection for IT workloads in which an application executes. In a software defined data centre (SDDC), the Hyper-Converged Infrastructure (HCI) provides Software Defined Storage (SDS) solutions for both block level and file level capacity depending on the product. Network Attached Storage (NAS) is leveraged to provide file servers directly on the network and used to provide secondary backup targets. Storage also integrates with the Operation Recovery Services to provide capabilities necessary to enable data protection functionality.
- Virtualization implements a hypervisor to provide an abstraction layer between the hardware and the executing operating systems and applications. The hypervisor allows for high availability and other desired services such as rapid deployment, dynamic resource consumption, and OS mobility.
- Power Management provides protection from spikes, brown outs and surges, and provides the ability to support graceful shutdowns of virtual machines and infrastructure in the event of outages to protect against software and hardware failures.

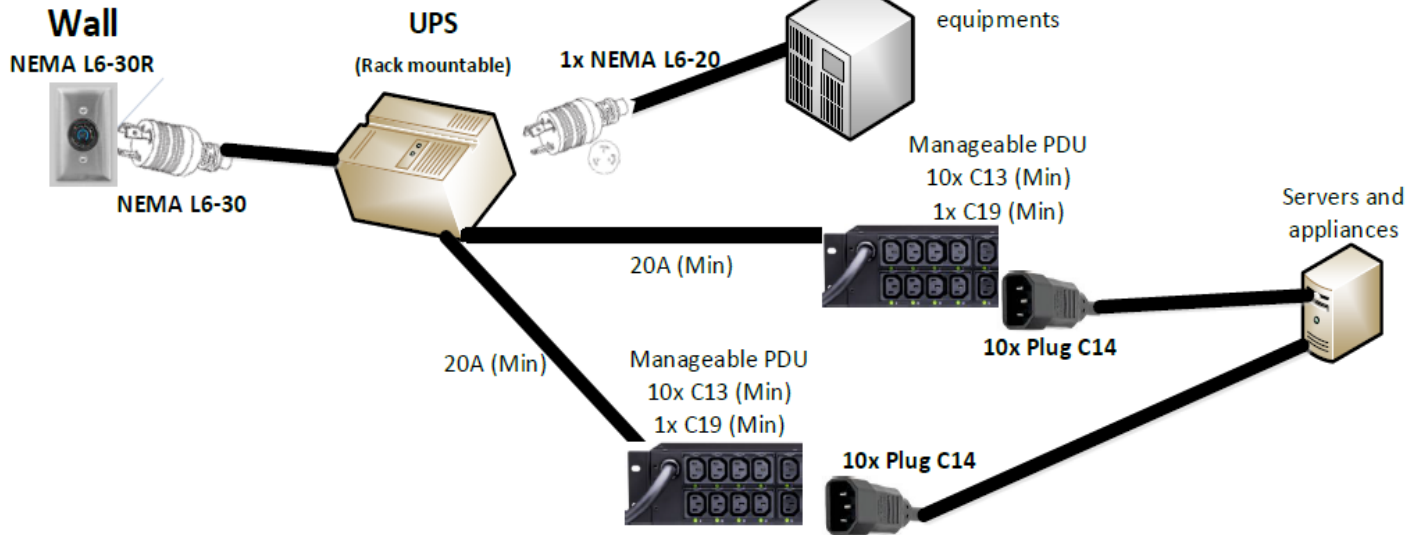
The acquisition of UPS and iPDU will support business-critical applications inside the mission data centres. The UPS will protect the sensitive computer equipment from unexpected data loss or hardware damage that can be caused by the sudden loss of power.

The UPS and iPDU solution will be installed in GAC mission's micro data centres across the world with little to no local IT on-site to manage the infrastructure. The UPS and iPDU remote management and central monitoring features is key for us to mitigate issues and prevent unnecessary downtime for the GAC missions.

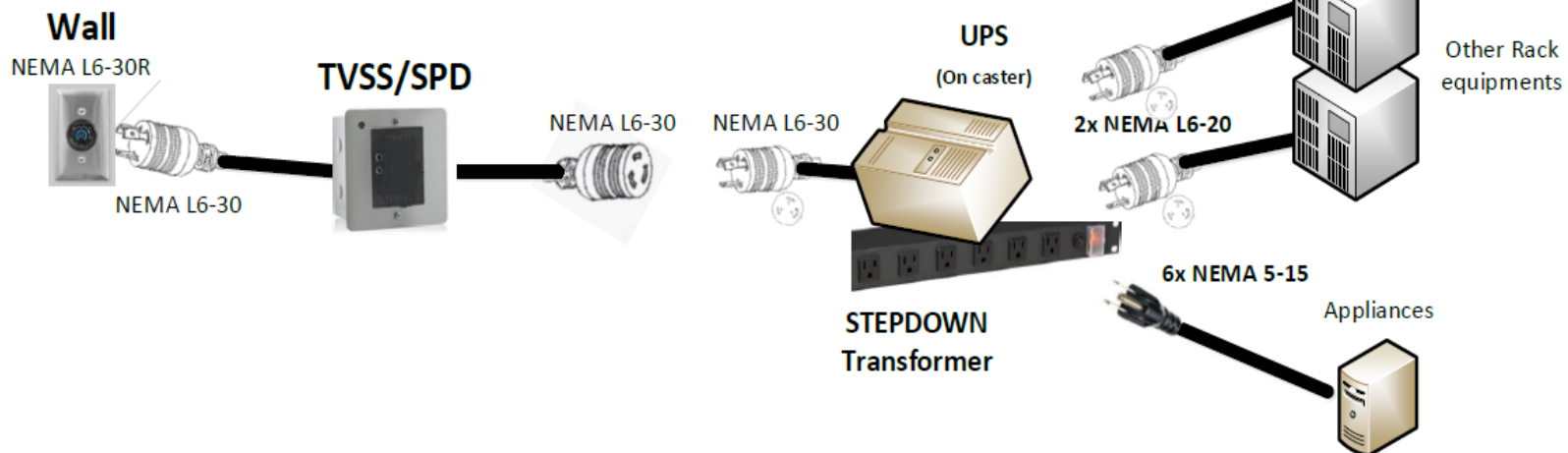


Appendix A to Annex A - UPS/PDU OPTIONS

OPTION # 1



OPTION # 2





Attachment 4.1 BID EVALUATION CRITERIA

(Use Form 4 to submit)

Mandatory Evaluation Criteria

Technical proposals will be evaluated in accordance with the following Mandatory evaluation criteria.

The mandatory requirements will be evaluated in a pass/fail basis (meets/does not meet) basis. Proposals that do not meet the requirements will be deemed non-responsive and given no further consideration.

Proposals MUST give evidence of the following compliance to the mandatory requirements, and present supporting documentation.

In order to maximize the efficiency of the evaluation process, please complete the table at Form 4. Please address each criterion by referencing at a minimum the page, paragraph and/or the section number where the proof of compliance can be found.

Each mandatory technical criterion should be addressed separately.

| MANDATORY TECHNICAL REQUIREMENTS | BIDDERS RESPONSE | MET/ NOT MET |
|---|------------------|--------------|
| M.1. The Bidder must demonstrate that the UPS solution is capable of providing battery backup for a minimum of 15 minutes under a 3500W load. | | |
| M.2. The Bidder must demonstrate that the UPS solution is capable of tolerating overloads of: -150% of maximum input voltage for a minimum of 10 seconds in Inverter mode -125% of maximum input voltage for 30 seconds in Inverter mode | | |



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| <p>M.3. The Bidder must demonstrate that each UPS has a single-phase external surge protection solution with a surge current capacity of at least 50KA that protects the UPS against lightning, utility and premise-generated transients. The solution must have the following specifications:</p> <ol style="list-style-type: none">1. Compliant with UL 1449 3rd Edition or 4th Edition or IEC 61643-112. Enclosure must be equipped with an L6-30 input plug and an L6-30 output plug and must not require an electrician for installation.3. Solution and components must not require internal or external fuses or other abatement measures (such as sand) to prevent or mitigate catastrophic breakdown. Breakers are acceptable if not used as an abatement measure.4. Enclosure must be lockable to prevent contact with internal components. | | |
| <p>M.4. The Bidder must demonstrate that the UPS solution has an internal single-phase surge protection device that protects the UPS and load from lightning, utility and premise-generated transients, even when the UPS is in bypass mode. It must have the following specifications:</p> <ul style="list-style-type: none">-Compliant with UL 1778 or IEC 62040-3 or both.-Must be factory-installed and must not require any user intervention. | | |
| <p>M.5. The Bidder must demonstrate that the UPS solution uses a Valve-Regulated Sealed Lead-Acid Flame Retardant batteries which are approved and certified for air transportation by the following regulatory bodies:</p> <ul style="list-style-type: none">-Department of Transportation (D.O.T.)-International Air Transport Association (I.A.T.A.) | | |



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| <p>M.6. The Bidder must provide the Material Safety Data Sheet (MSDS) for the UPS batteries.</p> | | |
| <p>M.7. The Bidder must demonstrate that the UPS solution is capable of concurrent maintenance (hot swap repair and replacement of batteries) The UPS still need to be online during the swap procedure (during battery replacement).</p> | | |
| <p>M.8. The Bidder must demonstrate that the UPS solution is capable of operating in an ambient temperature range of 0 to +40 degrees Celsius.</p> | | |
| <p>M.9. The Bidder must demonstrate that the UPS solution is UL 1778 certified or IEC 62040-3 or both.</p> | | |
| <p>M.10. The Bidder must demonstrate that the UPS solution with battery does not exceed 6U.</p> | | |



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| <p>M.11. The Bidder must demonstrate the following:</p> <p>a) The UPS must support both form factor as rack mountable and on caster. The solution must include the number of units with rack mount kits and the number of caster kits as specified in the List of Deliverables (See Annex B).</p> <p>b) The UPS must provide a conversion kit for the alternative form factor at the time of purchase.</p> | | |
| <p>M.12. The Bidder must demonstrate that the UPS solution is able to perform regularly scheduled self testing and the solution must be able to notify SSC by E-mail when batteries need to be replaced.</p> | | |
| <p>M.13. The Bidder must demonstrate that the UPS solution supports, through integration with vSphere ESX hosts, sequenced shutdowns of virtual machines without the requirement for WAN connection to the central management software.</p> | | |
| <p>M.14. The Bidder must demonstrate that the UPS solution has at a minimum one (1) USB port to support sending UPS signal for graceful shutdown.</p> | | |



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| <p>M.15. The Bidder must demonstrate the following:</p> <ul style="list-style-type: none">a) The embedded network management interface has an Ethernet port (minimum 1 Gbps). No external network management device is acceptable.b) The network management supports Simple Network Management Protocol (SNMP).c) The solution allows configuration of a default gateway.d) The network management supports secure email alerts (SMTPS). | | |
| <p>M.16. The Bidder must demonstrate that the UPS network management card interface is web based with a responsive user interface and supports at a minimum HTTPS with minimum support of TLS 1.2 and includes the user ability to select active cipher suites.</p> | | |
| <p>M.17. The Bidder must demonstrate that the UPS network management card is cable of being reset to factory default settings and restarted remotely via the UPS network management card web interface.</p> | | |



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| <p>M.18. The Bidder must demonstrate that the UPS network management card has the following:</p> <p>a) A username and password credential must be required to access the Web interface.</p> <p>b) The web interface of the UPS must support RBAC (Roles Base Access Control). The main access roles required are:</p> <ul style="list-style-type: none">- Full administrator (read and write access to all configuration settings)- Read only administrator (read only access to configuration settings) <p>c) All system accounts must allow password changes.</p> | | |
| <p>M.19. The Bidder must demonstrate that the UPS network management card supports NTP (Network Time Protocol) synchronization with user configurable NTP provider.</p> | | |
| <p>M.20. The Bidder must demonstrate that UPS network management card firmware is upgradeable from a remote location.</p> | | |
| <p>M.21. The Bidder must demonstrate that the UPS solution is equipped with an external temperature and humidity sensor to monitor or signal temperature or humidity changes.</p> | | |
| <p>M.22. The Bidder must demonstrate that the UPS solution is equipped with a minimum six (6) feet long input power cord. The UPS input plug must be L6-30P.</p> | | |
| <p>M.23. The Bidder must demonstrate that the UPS solution input is Single-phase.</p> | | |
| <p>M.24. The Bidder must demonstrate that the UPS solution is able to accept an Input Voltage Range of 180-275VAC in online mode at full (100%) output load.</p> | | |



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| <p>M.25. The Bidder must demonstrate that the UPS solution is able to operate in online mode with an input frequency in the range of 45-65 Hz and be auto-sensing.</p> | | |
| <p>M.26. The Bidder must demonstrate that the UPS solution comes with a fully integrated true on-line double conversion input system with a pure sine wave output.</p> | | |
| <p>M.27. The Bidder must demonstrate that the UPS solution has an option to include a 208-240VAC to 110V-120VAC step-down transformer with additional outputs of, at a minimum, (2) L6-20R output connectors and (6) NEMA 5-15 output connectors</p> <p>If an external step-down transformer is provided it must be OEM and meet the following criteria:</p> <ul style="list-style-type: none">a) The transformer provides a minimum of 1000W output power.b) Connection between the UPS and the step-down transformer must be by means of a simple plug (not a terminal block) so that the services of an electrician are not required to connect the two devices.c) A Y cable must be provided if the transformer input occupies one of the output receptacles on the UPS. | | |
| <p>M.28. The Bidder must demonstrate that the UPS solution provides the outlets required by the PDUs proposed as part of the solution with a minimum of two (2) PDUs.</p> | | |



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| <p>M.29. For each of the options listed in "Appendix A to Annex A – UPS/PDU Options ". The Bidder must demonstrate the following:</p> <p>For Option 1: The UPS solution has a minimum of (1) L6-20R connector available for additional devices after the PDUs are connected to the UPS.</p> <p>For Option 2: The UPS solution has a minimum of (2) L6-20R connectors available for additional devices after the Step-Down Transformer is connected.</p> | | |
| <p>M.30. The Bidder must demonstrate that the UPS solution has an output voltage that is user-selectable to work at 208 VAC and 240 VAC with voltage regulation equal to or less than +/- 3%.</p> | | |
| <p>M.31. The Bidder must demonstrate that the UPS solution integrates with the following (be able to initiate VM shutdowns and host shutdowns):</p> <p>a) VMware ESXi versions 6.7 (must be supported at time of bid) and 7.x (at the time of bid, must provide us a roadmap which lists support within the next year if it is not supported already)</p> <p>b) VMware vCenter versions 6.7 (at time of bid) and 7.x (at the time of bid, must provide us a roadmap which lists support within the next year if it is not supported already.)</p> | | |



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| <p>M.32. The Bidder must provide a software solution (including full license) that allows scalable centralized monitoring of distributed UPS and PDU devices that has all the following features:</p> <p>a) Must support access by multiple users from multiple subnets on the network. b) Must be capable of monitoring and managing 350 UPS or more as well as 300 PDU or more on multiple subnets on the network. c) Must be compatible with Windows Server 2016, 2019 or as a VMware virtual appliance.</p> | | |
| <p>M.33. The Bidder must demonstrate that the solution has the ability to call a custom script or provide an API for automation initiated by power events which must include (but not limited to) lost power, on battery, and temperature thresholds.</p> | | |
| <p>M.34. The Bidder must demonstrate that the solution has a Zero/Light touch configuration in order to remotely deploy settings (e.g. power events such as lost power, on battery, temperature thresholds) from a central location (e.g. upload config file from remote site.).</p> | | |
| <p>M.35. The Bidder must demonstrate that the PDU solution provides remote control for switching of individual outlets.</p> | | |
| <p>M.36. The Bidder must demonstrate that the PDU solution is an Intelligent Power Distribution Unit (iPDU), a switching PDU that can be managed with Central Management Software.</p> | | |



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| <p>M.37 The Bidder must demonstrate that the PDU is compatible with the required connectors of the UPS being proposed.</p> | | |
| <p>M.38 The Bidder must demonstrate that the PDU provides a minimum of 10 x C13 output connectors on each PDU.</p> | | |
| <p>M.39. The Bidder must demonstrate that PDU solution has the following: a) The embedded network management interface has an Ethernet port (minimum 1 Gbps), No external network management device is acceptable. b) The network management supports Simple Network Management Protocol (SNMP) c) Must allow configuration of a default gateway</p> | | |
| <p>M.40. The Bidder must demonstrate that the PDU solution includes the option of being reset and restarted remotely through the network management interface.</p> | | |
| <p>M.41. The Bidder must demonstrate that the PDU solution does not exceed a maximum height of 2U per PDU in a horizontal form factor.</p> | | |
| <p>M.42. The Bidder must demonstrate that PDU solution includes a rack mount kit.</p> | | |



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| <p>M.43. The Bidder must demonstrate that the PDU network management card interface is web based and supports HTTPS with, at a minimum, support of TLS 1.2. Must be able to disable weaker protocols such as TLS 1.0 and 1.1 and select government approved active cipher suites.</p> | | |
| <p>M.44. The Bidder must demonstrate that the PDU is able to accept an Input Voltage Range of 208-240VAC with voltage regulation.</p> | | |
| <p>M.45 The Bidder must demonstrate that the PDU device firmware is upgradeable from a remote location.</p> | | |
| <p>M.46. The Bidder must demonstrate that the PDU is at least a Maximum Input Current of 20A.</p> | | |
| <p>M.47. The Bidder must demonstrate that the PDU is at least a Regulatory Derated Input Current (North America) of 16A.</p> | | |
| <p>M.48. The Bidder must demonstrate that the PDU is at least one (1) C19 output connector.</p> | | |
| <p>M.49. The Bidder must provide five (5) year support and maintenance for all management software including major and minor version upgrades or updates at no additional cost. The yearly software support and maintenance must include at minimum four (4) support calls at no additional cost.</p> | | |
| <p>M.50. The Bidder must provide five (5) year next-business-day warranty for all parts replacement including batteries.</p> | | |
| <p>M.51. The Bidder must demonstrate that the UPS solution batteries recharge to 90% capacity within a maximum of 15 hours.</p> | | |



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| <p>M.52. The Bidder must demonstrate that the overall UPS solution weight with accessories, including batteries, step-down transformers/PDU and external surge-protection device does not exceed 700 lbs.</p> | | |
| <p>M.53. The Bidder must demonstrate that the UPS solution must support application programming interface to manage power events without the requirement for WAN connection to the central management software.</p> | | |
| <p><i>Bidder certifies that its proposed device, as described above, meets the required specification (as set out above) for the UPS/PDU device enclosure.</i></p> <p><i>Bidders authorized signature of compliancy: _____ Title: _____ Date: _____</i></p> | | |



Point-Rated Evaluation Criteria

Proposals meeting all Mandatory Evaluation Criteria will be further evaluated and point rated against the following Point-Rated Evaluation Criteria, using the evaluation factors and weighting indicators specified below.

In order to maximize the efficiency of the evaluation process, please complete the table at Form 4. Please address each criterion by referencing at a minimum the page, paragraph and/or the section number where the proof of compliance can be found.

| POINT-RATED TECHNICAL CRITERION | BIDDERS RESPONSE | SCORING MATRIX | BIDDER SELF-SCORE |
|---|------------------|---|-------------------|
| <p>R.1. The UPS solution batteries should recharge to 90% capacity within a maximum of 15 hours.</p> | | <ul style="list-style-type: none"> • <6 hours = 15 points • ≥6 <9 hours = 10 points • ≥9 <12 hours = 2 points • ≥12 <15 hours = 1 point <p>Maximum 15 points</p> | /15 |
| <p>R.2. The overall UPS solution weight with accessories, including batteries, step-down transformers/PDU and external surge-protection device should be less than or equal to 700lbs.</p> | | <ul style="list-style-type: none"> • ≥0 ≤500 lbs = 25 points • >500 ≤600 lbs = 10 points • >600 ≤700 lbs = 1 point <p>Maximum 25 points</p> | /25 |
| <p>R.3. The network management card web interface should display the following information :</p> <ul style="list-style-type: none"> a) Management card firmware revision b) Battery voltage c) Email Notification (recipient list) d) Ambient Temperature & Humidity e) IPv4 settings (IP, subnet mask, default gateway, DNS server) f) Mail server g) SNMP Traps | | <p>1 point per item</p> <p>Maximum 7 points</p> | /7 |
| <p>R.4. The network management interface card should provide the ability to use custom certificates from an enterprise certificate authority.</p> | | <p>2 points</p> | /2 |



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| <p>R.5. The network management card should keep data logs. Data logs should contain:</p> <ul style="list-style-type: none">a) Dateb) Timec) Input Voltaged) Output Voltagee) Input Frequencyf) Output Frequency | | <p>1 point per item</p> <p>Maximum 6 points</p> | <p>/6</p> |
| <p>R.6. The network management card should keep event logs. Event logs should display:</p> <ul style="list-style-type: none">a) Dateb) Timec) Event Description | | <p>1 point per item</p> <p>Maximum 3 points</p> | <p>/3</p> |
| <p>R.7. The network management card should keep event logs. The types of logged events should be:</p> <ul style="list-style-type: none">a) UPS is on bypassb) UPS is on batteryc) UPS is off batteryd) UPS is overloadede) Ambient humidity or temperature have violated their upper or lower thresholds | | <p>1 point per item</p> <p>Maximum 5 points</p> | <p>/5</p> |
| <p>R.8. The network management card web interface should have user configurable parameters. Configurable parameters should include:</p> <ul style="list-style-type: none">1) UPS Name2) Switch from Bypass mode to Online mode3) Email notification recipient list4) Ambient Temperature & Humidity threshold5) IPv4 settings (IP, subnet mask, default gateway, DNS server)6) Mail server7) SNMP Traps8) The system date and time using NTP9) Time zone | | <p>1 point per item</p> <p>Maximum 9 points</p> | <p>/9</p> |
| <p>R.9. The network management card web interface should allow the data logs and event logs to be downloaded and saved in open file format.</p> | | <p>2 points for data logs 2 points for event logs</p> <p>Maximum 4 points</p> | <p>/4</p> |



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| <p>R.10. The network management card should be able to send e-mail alerts for UPS-related warning and alarm events to a minimum of two(2) distinct recipients defined in the network management card web interface for the following events :</p> <ol style="list-style-type: none">1) On battery2) Off battery3) Ambient Humidity threshold violated4) Ambient Temperature threshold violated5) Overload condition6) On Bypass | | <ul style="list-style-type: none">• 1 email recipient or less =0 points• 2 distinct email recipients = 1 point• More than 2 distinct email recipients = 2 points• 1 point per event <p>Maximum 8 points</p> | /8 |
| <p>R.11. The web interface of the UPS authentication should be able to integrate with Active Directory external groups and users for controlling access.</p> | | 5 points | /5 |
| <p>R.12. The UPS should have:</p> <ol style="list-style-type: none">1) An audible alarm2) Mutable alarm from the front display panel <p>Visual indication on the front panel to display the following states:</p> <ol style="list-style-type: none">1) On batteries2) Batteries require changing3) Overload4) Visible alarms must remain active until normal operation is restored or any detected fault is corrected. | | 1 point per item Maximum 6 points | /6 |
| <p>R.13. The following UPS parameters should be displayed on the front panel :</p> <ol style="list-style-type: none">1) Unit status (online - bypass)2) Input and Output voltage3) Load4) Battery charge | | 1 point per item Maximum 4 points | /4 |



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| <p>R.14. The UPS output voltage should be user selectable: 1) From the network management card web interface. 2) From the front display panel</p> | | <ul style="list-style-type: none">• Selectable from Network Management card web interface = 10 points• Selectable from the front display panel = 5 points <p>Maximum 15 points</p> | /15 |
| <p>R.15. The Bidder should demonstrate the output power factor value</p> | | <ul style="list-style-type: none">• < 0.85 = 0 points• ≥ 0.85 = 10 points <p>Maximum 10 points</p> | /10 |
| <p>R.16. The Bidder should demonstrate the output voltage Total Harmonic Distortion (THD) at full load</p> | | <ul style="list-style-type: none">• ≤ 3% = 10 points• > 3% = 0 points <p>Maximum 10 points</p> | /10 |
| <p>R.17. The Bidder should demonstrate the crest factor value</p> | | <ul style="list-style-type: none">• ≥ 2.5 & ≤ 3.5 = 10 points• Other values = 0 points <p>Maximum 10 points</p> | /10 |
| <p>R.18. The Bidder should demonstrate Input Current Distortion value</p> | | <ul style="list-style-type: none">• < 5% = 10 points• ≥ 5% ≤ 9% = 5 points• > 9% = 0 points <p>Maximum 10 points</p> | /10 |
| <p>R.19. The Bidder should demonstrate the input Power Factor value</p> | | <ul style="list-style-type: none">• < 0.95 = 0 points• ≥ 0.95 = 10 points <p>Maximum 10 points</p> | /10 |
| <p>R.20 The Bidder should demonstrate that the internal single-phase surge protection device supports maximum surge current protection (Joules). It is acceptable if it complies with IEEE ANSI C62.41 Cat B2.</p> | | <ul style="list-style-type: none">• IEEE ANSI C62.41 Cat B2 = 10 points• ≥ 400 joules = 10 points• < 400 joules = 0 points <p>Maximum 10 points</p> | /10 |
| <p>R.21. The PDU management interface should support metering at the unit, inlet, and/or outlet level. The PDU management software should support viewing of the power usage trends and overall power capacity.</p> | | 3 points | /3 |



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| <p>R.22 The Bidder should demonstrate that the web interface of the PDU authentication can be integrated with Active Directory external groups and users for controlling access.</p> | | 5 points | /5 |
| <p>R.23. The web interface of the PDU should support RBAC (Roles Base Access Control). The main access roles required are: - Full administrator (read and write access to all configuration settings) - Read only administrator (read only access to configuration settings)</p> | | 5 points | /5 |
| <p>R.24. The Bidder should demonstrate that the PDU management interface provides the ability to use custom certificates from an enterprise certificate authority.</p> | | 2 points | /2 |
| <p>R.25. The PDU should be able to support switchable outlet groups</p> | | 5 points | /5 |
| <p>R.26. The UPS management software should be certified by one or more of the following HCI products for graceful, unattended shutdown of physical servers and software defined storage (in no order of preference): - HP SimpliVity (2 points) - VMware vSAN ready nodes or appliances (2 points) - Nutanix Acropolis (2 points) - Other (2 points)</p> | | <p>2 points for each certification up to a maximum of 8 points.</p> <p>Only 2 point can be awarded for the vSAN certification irrespective of how many different models are supported.</p> <p>Only 2 points can be awarded for supporting any HCI products not already listed.</p> | /8 |
| <p>R.27. The Bidder should demonstrate that the central management software has the ability to integrate with vRealize Operations Manager. Additional management packs to support the integration will be accepted.</p> | | 3 points | /3 |



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| R.28. The Bidder should demonstrate that the central management software must support the configuration of custom SNMP traps for alerts and events for both the iPDU and the UPS. | | 1 point | /1 |
| R.29. The UPS solution should support application programming interface to manage power events without the requirement for WAN connection to the central management software. | | 3 points | /3 |
| Bidder's Total Score | | | /209 |



Proof of Proposal Test Criteria – For the Top- Ranked Bidder

Canada Reserved the right to invite the highest-ranked Bidder after the technical and Financial Evaluation to a Proof of Product (PoP) Test. The highest-ranked Bidder will be evaluated against the following Additional Mandatory Evaluation Criteria. If the Product does not meet any of the additional mandatory criteria, the bid will fail the PoP test. The bid will be disqualified, and Canada will proceed to the next ranked responsive bid.

| ADDITIONAL MANDATORY TECHNICAL CRITERION | EVALUATION METHOD | EVALUATION CRITERIA | COMPLIANT (Y/N) |
|--|---|---|-----------------|
| <p>P.1.The UPS solution must be capable of providing battery backup for a minimum of 15 minutes under a 3500W load.</p> | <p>Place a load of 3500W at the output and remove the input power.</p> | <p>PASS: UPS sustained the load for 15 minutes. FAIL: UPS did not sustain the load for 15 minutes.</p> | |
| <p>P.2. A single-phase external surge protection solution with a surge current capacity of at least 50KA must be provided with each UPS to protect it against lightning, utility and site / premise-generated transients. The solution must have the following specifications:</p> <p>a) Surge protection solution must not affect the functionality of the UPS. b) Surge protection device(s) must be contained within an enclosure to protect users and installers from contact with surge protection device(s) and any internal wiring carrying electricity. c) Enclosure must be equipped with an L6-30 input plug and an L6-30 output plug and must not require an electrician for installation. d) The enclosure must have external visual state indicator(s) to notify of end-of-life state of surge protection device(s) enclosed within it and of degradation of surge protection capacity. e) Enclosure must be lockable to prevent contact with internal components.</p> | <p>a) Connect the supplied surge protection solution.</p> <p>Note any variations in functionality of the UPS</p> <p>b) Visual inspection. c) Visual inspection. d) Visual inspection. e) Visual inspection.</p> | <p>PASS:</p> <p>a) Functionality of the UPS not affected. b) Solution is within an enclosure c) Solution has an L6-30 input plug and an L6-30 output plug. Confirm no electrician is required to connect the equipment. d) Enclosure has the required visual indicators. e) Enclosure is lockable. FAIL: if any of the above are not met.</p> | |



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| <p>P.3. a) The UPS batteries must be hot-swappable, modular and field-replaceable by the end user without requiring soldering. b) Replacement of the batteries must not require a shutdown of connected equipment. c) Replacement of batteries must not cause a modification of the voltage, current, frequency or power factor of the output ports. d) When hot-swapping batteries, the UPS should not be required to go into bypass.</p> | <p>Under load, during UPS normal on-line operation, remove/re-insert the batteries Under load, while UPS is on battery, remove/re-insert the batteries</p> | <p>PASS: Batteries are hot-swappable, modular and field-replaceable by the end user and do not require soldering. No equipment shutdown required and no impact to output voltage. FAIL: If any of the following occurs: Batteries are not hot-swappable, modular, field-replaceable by the end user, or require soldering. Equipment shutdown is required or there was an impact to output voltage. Removal of batteries causes shutdown of any connected equipment.</p> | |
| <p>P.4. The UPS solution must support a rack mountable and on caster form factors.</p> | <p>Perform conversion from one form factor to the other.</p> | <p>PASS: UPS is can be converted to the secondary form factor. FAIL: If the UPS is not convertible.</p> | |
| <p>a) The network management interface must have an Ethernet port that is 1 Gbps compatible b) The network management interface must be accessible and configurable from remote locations on different subnets.</p> | <p>a) Using a testing tool to verify the network management interface and verify the auto-negotiate speed is at 1 Gbps. b) Verify the management interface is accessible from another subnet.</p> | <p>PASS: a) The link speed is auto-negotiated at 1 Gbps. b) The network management page can be accessible remotely from different subnets. FAIL: if any of the above are not met.</p> | |



| | | | |
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| <p>a) The network management interface must support both Dynamic Host Configuration Protocol (DHCP) and Static Internet Protocol (IP) configuration. b) DHCP must be the default setting on delivery.</p> | <p>a) Configure a static IP (IP, Gateway and Mask) b) Connect the network management interface to the network with DHCP defaults settings</p> | <p>PASS: a) IP settings can be configured statically b) Default IP setting is set to DHCP and an IP address is picked up from the DHCP server FAIL: if any of the above are not met.</p> | |
| <p>P.5. a) The network management interface must be onboard or installed inside the UPS prior to delivery of the equipment. b) No external network management device is acceptable.</p> | <p>Ensure the network management interface is present in the UPS.</p> | <p>PASS: Network management interface is present in the UPS. FAIL: If the above is not met</p> | |
| <p>P.6 a) A username and password credential must be required to access the Web interface. b) A minimum of two types of users are required [read-only privileges and administrator (full privileges)]. c) All system accounts must allow password changes.</p> | <p>Access the network management web interface with: a) read-only user account b) administrator user account c) Reset password to any system admin accounts listed in the management web interface.</p> | <p>PASS: a) For read-only, can login to the interface but no updates are allowed. b) For admin, can login to the interface and update configurable fields. c) Can reset password of any system admin accounts. FAIL: If the above is not met</p> | |
| <p>P.7. The date and time must support NTP (Network Time Protocol) synchronization using the Shared Services Canada supplied NTP provider.</p> | <p>Access network management web interface and set NTP synchronization</p> | <p>PASS: NTP is supported and the date and time are updated and synchronized with the NTP server provided. FAIL: If the above is not met</p> | |
| <p>P.8. The device firmware must be upgradeable from a remote location.</p> | <p>Perform firmware upgrade from a remote location.</p> | <p>PASS: Confirm the firmware is upgraded. FAIL: If the above is not met.</p> | |



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| <p>P.9. a) The network management web interface response time must be less than 10 seconds for full page display in a local LAN setting with a 1000 Mb Full Duplex network connection. b) There must be no service degradation after 24 hours of usage.</p> | <p>Access the network management web interface: a) Test the response time for all the web pages accessed. Ensure it is less than 10 seconds for full page display. b) After 24 hours of operation, retest the response time between all the web pages accessed.</p> | <p>PASS: a) Response time for web pages takes less than 10 seconds for full page display. b) After 24 hours, the response time for web pages takes less than 10 seconds for full page display. FAIL: if any of the above are not met.</p> | |
| <p>P.10. The UPS Management Card must be able to disable weaker protocols such as TLS 1.0 and 1.1 and select government approved active cipher suites.</p> | <p>a) Disable the TLS 1.0 and TLS 1.1. protocols from device's management page and reboot the management card. Ensure the browser can access the management page using TLS 1.2 or higher. b) Change the cipher groups to only include government approved ciphers or Protected-B networks and reboot the management card. Ensure the browser can access the management page using a government approved cipher.</p> | <p>PASS: a) The management page is accessible using TLS 1.2 or higher. b) The management page is accessible using government approved cipher. FAIL: if any of the above are not met.</p> | |
| <p>P.11 The UPS solution must be equipped with an external ambient temperature and humidity sensor. a) Any cables required must be provided. b) The sensor alarm thresholds must be remotely user configurable c) Violating the thresholds can trigger an alarm in the Network Management interface and send an email alert. d) Temperature information must be available in Celsius.</p> | <p>a) Install the ambient temperature and humidity sensor externally with provided cables if required. b) Access the network management web interface and configure the temperature and humidity thresholds c) Enter lower thresholds above, and upper thresholds below, the actual ambient temperature and humidity levels in order to generate threshold violations. All configured recipients receive alerts by email. Alert is generated in network management interface. d) Set temperature in Celsius</p> | <p>PASS: a) Sensor can be installed externally. b) Ambient humidity and temperature thresholds are configurable. c) An alarm is generated in the network management card web interface and an email alert is sent to the defined recipients for each threshold violation. d) Temperature information is available in Celsius FAIL: if any of the above are not met.</p> | |



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| <p>P.12 The UPS solution must be equipped with a minimum 6 feet long input power cord. The UPS input plug must be L6-30P.</p> | <p>Measure input power cord</p> | <p>PASS: power cord is 6 feet or longer. FAIL: if the above is not met.</p> | |
| <p>P.13 For each of the options listed in "Annex A - UPS Options", the UPS solution must have a minimum of (2) L6-20R connectors available for additional devices as well as the outlets required by the PDUs proposed as part of the solution with a minimum of 2 PDUs.</p> | <p>Visually inspect the UPS and ensure that (2) L6-20 receptacles are available and already installed in the UPS solution. Plug in a PDU unit and visually verify there is an additional outlet of the same type on the UPS.</p> | <p>PASS: (2) L6-20 and 2 PDU compatible output receptacles are factory installed on the UPS FAIL: if any of the above are not met.</p> | |
| <p>P.14. The UPS solution must have an option to include a 208-240VAC to 110V-120VAC step-down transformer with additional outputs of, at a minimum, (2) L6-20R output connectors and (6) NEMA 5-15 output connectors.</p> <p>If an external step-down transformer is provided it must be OEM and meet the following criteria:</p> <ul style="list-style-type: none">a) The transformer provides a minimum of 1000W output power.b) Connection between the UPS and the step-down transformer must be by means of a simple plug (not a terminal block) so that the services of an electrician are not required to connect the two devices.c) A Y-cable must be provided if the transformer input occupies one of the output receptacles on the UPS. | <p>Visually inspect and ensure that (6) NEMA 5-15 and (2) L6-20 receptacles are available and already installed in the Step Down Transformer solution. Measure the output of the receptacles with a multimeter and confirm they provide 110-125 VAC.</p> <ul style="list-style-type: none">a) If step-down transformer is supplied verify it supports 1000W.b) If step down transformer is supplied, verify that it has an input power plug.c) If step-down transformer provided, verify a Y-cable is provided. | <p>PASS: (6) NEMA 5-15 and (2) L6-20 output receptacles are factory installed on the step down transformer</p> <p>If step-down transformer provided:</p> <ul style="list-style-type: none">a) the specification label clearly states that the step-down transformer is rated for 1000W.b) The step-down transformer has a power plug and not a terminal block connection.c) Y-cable is provided <p>FAIL: if any of the above are not met.</p> | |



P.15 The following configurations must be supported by the UPS solution:

- a) VMware ESXi versions 6.7 and 7.x (if supported) (at the time of the bid, must provide us a roadmap which lists support within the next year if it is not supported already.)
- b) VMWare vCenter versions 6.7 and 7.x (if supported) (at the time of the bid, must provide us a roadmap which lists support within the next year if it is not supported already.)
- c) The VMware ESXi hosts are active members of a vCenter HA-enabled cluster with multiple VMWare ESXi hosts. Use of VMware unsupported configurations for HA-enabled clusters (such as but not limited to enabling Virtual Machine Start-up and Shutdown actions in the ESXi configuration) is not permitted.
- d) The VMware ESXi hosts are managed by a centralized vCenter server. Communication between the vCenter server and ESXi hosts may not be possible during a power or network outage therefore reliance on the vCenter server or other central management software by the proposed solution is not permitted.
- e) SSH is disabled on the VMWare ESXi hosts by security policy. Enabling SSH on the ESXi hosts is not permitted.
- f) Configuration modifications to the VMs are not permitted (including but not limited to installation of UPS agents or other software or modification of currently installed VMWare Tools.) running on the ESXi hosts (and being shut down or suspended by the solution).

Testing will be performed to validate the functioning of the solution as per the requirements.

Testing may be performed on one, some or all of the vCenter and ESXi versions, as well as the operating systems noted at the evaluator's discretion. Specifically the following configuration will be used

- 1 x vCenter server, 3 x ESXi hosts, up to 20 VMs per ESXi host (running Linux (RHEL, SuSE), Windows (2012 and later)
- 1 x management, monitoring, control VM as required by the UPS solution

TEST #1

Tests to be performed when the VCenter is available:

- a) Remove power from the UPS and confirm that VMs running on both ESXi hosts are shut down or suspended in an orderly fashion
- b) Restore power and manually restart/un-suspend VM and confirm VM health

TEST #2

Tests to be performed when the VCenter is not available:

- a) Remove power from the UPS and confirm that VMs running on both ESXi hosts are shutdown/suspended in an orderly fashion
- b) Restore power and manually restart/un-suspend VMs and confirm VM health

TEST #1

a) Pass: VMs are shutdown or suspended

Fail: If any of the following occurs:

- 1) VMs are not shutdown or suspended
- 2) VMs or ESXi hosts are powered off without being shut down or suspended

b) Pass: Restart or un-suspend without any OS notifications of a "dirty" or unexpected shutdown, or any file system issues indicating they were powered off improperly

Fail: If any of the following occurs:

- a. Some or all VMs do not restart or un-suspend
- b. Some or all VMs report a "dirty" or unexpected shutdown
- c. Any file system issues

TEST #2

a) Pass: VMs are shutdown or suspended

Fail: If any of the following occurs:

- 3) VMs are not shutdown or suspended
- 4) VMs or ESXi hosts are powered off without being shut down or suspended

b) Pass: Restart or un-suspend without any OS notifications of a "dirty" or unexpected shutdown, or any file system issues indicating they were powered off improperly

Fail: If any of the following occurs:

- d. Some or all VMs do not restart or un-suspend
- e. Some or all VMs report a "dirty" or unexpected shutdown
- f. Any file system issues



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| <p>P.16. When power interruptions occur, the UPS solution must be capable of performing all of the following (with communication to vCenter available and with communication to vCenter unavailable):</p> <ol style="list-style-type: none"> 1) An orderly shutdown or suspension of VMs on a physical VMWare ESXi host 2) An orderly shutdown of the ESXi host itself 3) An orderly shutdown of Linux, Windows 2012 and later physical servers. <p>Any software required for the solution (management, monitoring, control software, etc.) must be supplied as a pre-configured ready-to-run virtual appliance (OVA or OVF format) VM or an installer package which is supported for installation on Windows 2012 and later or VMWare VMA. Running the solution VM on an ESXi host which is being shut down by the solution must be supported.</p> <p>Powering off of VMs or ESXi hosts rather than performing a proper OS-supported shutdown (guest OS shutdown, ESXi host shutdown) or suspension (VMware VM Suspend) procedure is not permitted.</p> | <p>Testing will be performed to validate the functioning of the solution as per the requirements. Testing may be performed on one, some or all of the vCenter and ESXi versions, as well as the operating systems noted at the evaluator's discretion. Specifically the following configuration will be used</p> <ul style="list-style-type: none"> • 1 x vCenter server, 3 x ESXi hosts, up to 20 VMs per ESXi host (running Linux (RHEL, SuSE), Windows (2012 and later) • 1 x management, monitoring, control VM as required by the UPS solution <p>TEST #1 Tests to be performed when the VCenter is available:</p> <ol style="list-style-type: none"> a) Remove power from the UPS and confirm that VMs running on both ESXi hosts are shut down or suspended in an orderly fashion b) Restore power and manually restart/un-suspend VM and confirm VM health <p>TEST #2 Tests to be performed when the VCenter is not available:</p> <ol style="list-style-type: none"> a) Remove power from the UPS and confirm that VMs running on both ESXi hosts are shutdown/suspended in an orderly fashion b) Restore power and manually restart/un-suspend VMs and confirm VM health | <p>TEST #1 a) Pass: VMs are shutdown or suspended Fail: If any of the following occurs: 1) VMs are not shutdown or suspended 2) VMs or ESXi hosts are powered off without being shut down or suspended b) Pass: Restart or un-suspend without any OS notifications of a "dirty" or unexpected shutdown, or any file system issues indicating they were powered off improperly Fail: If any of the following occurs: a. Some or all VMs do not restart or un-suspend b. Some or all VMs report a "dirty" or unexpected shutdown c. Any file system issues</p> <p>TEST #2 a) Pass: VMs are shutdown or suspended Fail: If any of the following occurs: 3) VMs are not shutdown or suspended 4) VMs or ESXi hosts are powered off without being shut down or suspended b) Pass: Restart or un-suspend without any OS notifications of a "dirty" or unexpected shutdown, or any file system issues indicating they were powered off improperly Fail: If any of the following occurs: d. Some or all VMs do not restart or un-suspend e. Some or all VMs report a "dirty" or unexpected shutdown f. Any file system issues</p> | |
| <p>P.17. Users of Centralized Management Software (CMS) must be able to view the status of UPS devices in a routable network. CMS must be compatible with Windows Server 2016 or later or as a virtual appliance.</p> | <ol style="list-style-type: none"> a) Install CMS on Windows Server 2016 or later or as a VMware appliance. b) Log onto CMS solution and view status of UPS in routable network. | <p>Pass: a) CMS can be installed on Windows Server 2016 or later, as a VMware appliance b) Status of UPS on routable network can be obtained Fail: if any of the above are not met.</p> | |



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| <p>P.18. The PDU must be connected to the UPS while leaving one available L6-20R outlet.</p> | <p>Connect the PDU to the UPS and visually inspect that with two PDUs connected there would still be a L6-20R outlet available.</p> | <p>Pass: There is at a minimum one remaining L6-20R outlet available. Fail: There is not an L6-20R outlet available</p> | |
| <p>P.19. The PDU must have individual outlet control to allow for remote power on/off.</p> | <p>With multiple power connections connected to the PDU outputs, connect to the PDU management interface and turn off one outlet. Verify that the outlet is the only one turned off. Turn outlet back on.</p> | <p>Pass: Power control is limited to the single outlet being controlled. Fail: More than one outlet loses power when turned off.</p> | |
| <p>P.20. The PDU must provide a minimum of (10) C13 output connectors on each PDU.</p> | <p>Visually inspect that there is at a minimum 10 x C13 output connections.</p> | <p>Pass: There is 10 C13 outlets available on the PDU Fail: Less than 10 C13 outlets on the PDU</p> | |
| <p>P.21. a) The PDU network management interface must support both Dynamic Host Configuration Protocol (DHCP) and Static Internet Protocol (IP) configuration. b) DHCP must be the default setting on delivery.</p> | <p>a) Configure a static IP (IP, Gateway and Mask). b) Connect the network management interface to the network with DHCP defaults settings.</p> | <p>PASS: a) IP settings can be configured statically b) Default IP setting is set to DHCP and an IP address is picked up from the DHCP server FAIL: if any of the above are not met.</p> | |
| <p>P.22 The PDU management card must be able to disable weaker protocols such as TLS 1.0 and 1.1 and select government approved active cipher suites.</p> | <p>a) Disable the TLS 1.0 and TLS 1.1. protocols from device's management page and reboot the management card. Ensure the browser can access the management page using TLS 1.2 or higher. b) Change the cipher groups to only include government approved ciphers or Protected-B networks and reboot the management card. Ensure the browser can access the management page using a government approved cipher.</p> | <p>PASS: a) The management page is accessible using TLS 1.2 or higher. b) The management page is accessible using government approved cipher. FAIL: if any of the above are not met.</p> | |



Annex B

**BASIS OF PAYMENT
(FINANCIAL BID, use Form 3 to submit)**

| ITEM NO. | LIST OF DELIVERABLES - DESCRIPTION | QUANTITY | FIRM UNIT PRICE | TOTAL EVALUATED PRICE |
|----------|---|----------|-----------------|-----------------------|
| 1 | Surge Suppression - A single-phase external surge protection solution with a surge current capacity of at least 50KA must be provided with each UPS to protect it against lightning, utility and premise-generated transients. | 76 | \$ _____/each | \$ |
| 2 | Option 1 Uninterruptable Power Supply (UPS) - UPS single phase able to support a 3500W load for a minimum of 15 minutes (additional battery cabinet(s) can be used to support this). | 155 | \$ _____/each | \$ |
| | Intelligent Power Distribution Unit (iPDU) - A managed switch PDU that can be controlled from a Central Management Software. | 310 | \$ _____/each | \$ |
| 3 | Option 2 Uninterruptable Power Supply (UPS) - UPS single phase able to support a 3500W load for a minimum of 15 minutes (additional battery cabinet(s) can be used to support this). | 155 | \$ _____/each | \$ |
| | Step-Down Transformer - 208-240VAC to 110V-120VAC step-down transformer with a minimum of 2x L6-20P output connectors and 6x NEMA 5-15 output connectors. | | \$ _____/each | \$ |
| 4 | Rack Mountable Kit - The rack mountable kit for all the equipment including the UPS unit, battery cabinets, and iPDUs. | 155 | \$ _____/each | \$ |
| 5 | Caster Kit - The caster kit for all the equipment including UPS unit, battery cabinets, and step-down transformers. | 155 | \$ _____/each | \$ |
| 6 | Environmental Monitoring - The solution must be equipped with an external temperature and humidity sensor to monitor or signal temperature or humidity changes. | 310 | \$ _____/each | \$ |
| 7 | Central Management Software needs to be licensed to support and manage the minimum quantity specified for the number of UPS units. | 325 | \$ _____/each | \$ |



| | | | | |
|------------------------------|---|-----|--------------|----|
| 8 | Central Management Software needs to be licensed to support and manage the minimum quantity specified for the number of iPDU units. | 325 | \$_____/each | \$ |
| 9 | Five (5) year software support and maintenance for all management software. | N/A | \$_____/each | \$ |
| 10 | Five (5) year Warranty for all hardware components including batteries. | N/A | \$_____/each | \$ |
| Total Evaluated Price | | | | \$ |



Shared Services
Canada

Services partagés
Canada

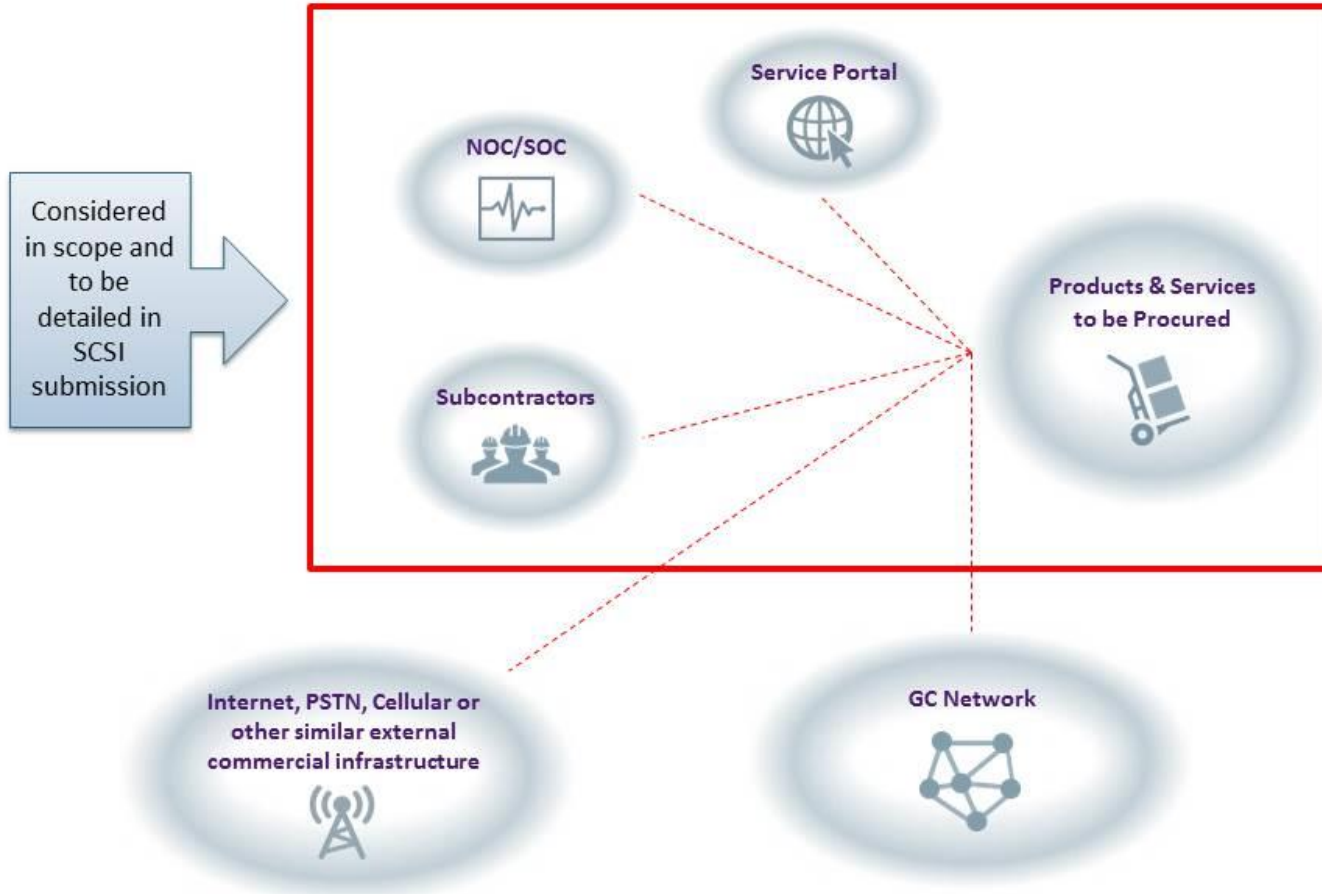
Annex C
SCSI Submission Form

Attached as a separate document



Annex D
SCSI Scope Diagram

High-level SCSI Scope Diagram





Annex E
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.
 - OR
 - A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



Form 1

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 _____



Form 2

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> <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.]</i> | | |
| 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) | | |
| 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.] | | |
| Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <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.]</i> | | |
| 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: 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 | | |



Shared Services
Canada

Services partagés
Canada

Form 3 - Financial Bid Worksheet

Attached as a separate document



Shared Services
Canada

Services partagés
Canada

Form 4 - SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

Attached as a separate document



Form 5

Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:

[bidders should add or remove lines as needed]

Form 6

Software Publisher Authorization Form

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____



| | |
|--|-------|
| Fax no. for authorized signatory of SP | _____ |
| Date signed | _____ |
| Solicitation Number | _____ |
| Name of Bidder | _____ |