



REQUEST FOR QUOTATION / DEMANDE DE PRIX

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Services partagés Canada

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

Comments - Commentaires

Issuing Office – Bureau de distribution

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

Title – Sujet APC/NetShelter/Eaton Equipment for NSIRA	
Solicitation No. – No de l’invitation 15133	Date (yyyy-mm-dd) (aaaa-mm-ii) 2021-04-16
Client Reference No. – N° référence du client R000083489	
Solicitation closes – L’invitation prend fin on – le 2021-05-06 at – à 2:00 PM / 14 h	Time zone – Fuseau horaire Eastern Time/ Heure de l'Est
Contracting Authority – Autorité du contrat Address Inquiries to – Adresser toutes questions à David Bennett	
Telephone No. – No de téléphone (613) 462-9536	
Email – Courriel David.Bennett5@canada.ca	
Requirement Destination – Destination de l'exigence National Security and Intelligence Review Agency 615 Booth Street Ottawa, Ontario K1A 0E9	
Invoices – Factures To be completed at contract award	



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REQUEST FOR QUOTATION

PART 1 GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and 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, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include: Annex A – List of Deliverables and Prices;
 Form 1 – Bid Submission Form;
 Form 2 – OEM Certification Form;
 Form 3 – Integrity Form

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of the National Security and Intelligence Review Agency (the "Client") for the supply and delivery of networking products as per Annex A – List of Deliverables and Prices.

1.3 Debriefing

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



PART 2 BIDDER INSTRUCTIONS

2.1 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

2.2 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.
- (b) For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- (c) 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.
- (d) The 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.
 - (i) Section 01(3), Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
 - 3. List of Names
 - a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting a quote under the Request for Quotation (RFQ).
 - b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
 - (ii) Section 3 of the Standard Instructions is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”
 - (iii) Section 05(4), Submission of bids of Standard Instructions 2003 is amended as follows:
 - a) Delete: 60 days
 - b) Insert: 90 days

2.3 Electronic Submission of Bids

- (a) Bids must be submitted through the P2P portal by the date and time indicated on page 1 of the bid solicitation.

Bidders must register in the SSC P2P portal in order to:

view and access solicitations from SSC;
submit a response to a solicitation;
receive updates and amendments regarding solicitations;
be awarded contracts and receive contract amendments; and
submit invoices and receive payment status updates.

To register, please go to <https://sscp2pspc.ssc-spc.gc.ca> and click “Register Now”.



- (b) Submissions not permitted after Solicitation Closing: After Solicitation Closing, the P2P system will not permit a bidder to submit a bid.
- (c) Format of Bid Documents: Bidders must submit bid documents in any of the following approved formats:
- i. PDF attachments; and
 - ii. documents that can be opened with either Microsoft Word or Microsoft Excel.
- Bidders that submit bid documents in other formats do so at their own risk, as Canada may be unable to read them.
- (d) File Size: P2P accommodates individual documents of up to 30MB each. Bidders should ensure that they submit their bid in multiple documents, each of which does not exceed 30MB. Bidders may submit as many documents as necessary.
- (e) P2P Availability: If the P2P portal is unavailable for any reason during any part of the 4 hours immediately before Solicitation Closing, bidders are requested to contact the Contracting Authority immediately, both by email and by telephone. If the Contracting Authority confirms that the P2P portal is unavailable for any reason during any part of the 4 hours immediately before Solicitation Closing, the Contracting Authority will extend Solicitation Closing by 24 hours. The Contracting Authority will send notice of any such extension only to those bidders who have sent an email notification to the Contracting Authority indicating their intention to submit a bid. The Contracting Authority will also issue an amendment in P2P. The Contracting Authority is not required to extend Solicitation Closing if the reason a bidder is unable to access the P2P portal is related to that bidder or its systems, rather than an SSC system problem.
- If the bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the bidder should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.
- (f) Responsibility for Technical Problems: By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:
- i. any technical problems experienced by the bidder in submitting its bid, including attachments rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
 - ii. any technical problems that prevent SSC from opening the attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.
- (g) Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.
- (h) Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid. Arrangements should be made with the Contracting Authority at least 2 business days in advance of the RFP closing date stated on the front page.

2.4 Modification and Withdrawal of Bids

- (a) Bids can be modified, withdrawn or resubmitted via email to the Contracting Authority before the solicitation closing date and time.
- (b) A bid withdrawn after the solicitation closing date and time cannot be resubmitted.

2.5 Enquiries – Bid Solicitation

- a) All enquiries must be submitted electronically to the specified email identified as the “Contracting Authority” on page 1, **no later than 11:00 am on the 3rd working day following the posting date of this original RFQ.** Enquiries received after that time may not be answered.



- b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.6 **Applicable Laws**

- a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.7 **No Substitute Products**

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

2.8 **Supply Chain Integrity Verification – Mandatory Qualification Requirement**

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

**PART 3 BID PREPARATION INSTRUCTIONS****3.1 Bid Preparation Instructions**

Copies of Bid: Canada requests that Bidders provide their bid in separately bound sections as follows:

- (a) **Section I:** Technical Bid and Certifications
- (b) **Section II:** Financial Bid

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

3.2 Section I: Technical Bid

- (a) **Bid Submission Form:** Bidders are requested to include the Form 1 – 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, the Bidder's status under the Federal Contractors Program for Employment Equity, 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.
- (b) **Certifications:** It is a requirement that bidders submit the certifications required under Part 5.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the List of Deliverables and Prices in Annex A. 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.
- (b) **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.
- (c) **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.



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria.

4.2 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the The Total Bid Price and will be based on the sum of all total prices for the deliverables specified in Annex A, GST/HST extra.

4.3 Basis of Selection

- (a) A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- (b) 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.
- (c) All Bidders will be informed of the outcome of the RFQ.



PART 5 CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and Additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional Information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certification or the additional information listed below within the time frame provided will render the bid non-responsive.

(a) OEM Certification

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use Form 2 – OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

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

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

(b) Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder may be requested to provide the required documentation in Form 2 – Integrity Form, as applicable, to be given further consideration in the procurement process.



PART 6 RESULTING CONTRACT CLAUSES

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

6.1 Requirement

- a) _____ the “Contractor” agrees to supply the goods described in the Contract to the Client in accordance with, and at the prices set out in, the Contract. This includes:
- i. Supplying the purchased Hardware ;
- b) **Client:** Under the Contract, the “Client” is The National Security and Intelligence Review Agency (NSIRA).
- c) **Reorganization of Client:** The Contractor’s obligation to perform the Work will not be affected by and no additional fees will be payable as a result of the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where the dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- i. any reference to a “**deliverable**” or “**deliverables**” includes the Hardware, and if applicable the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title as set out in the Standard Acquisition Clauses and Conditions Manual (“SACC”) (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (“PWGSC”) apply to and form part of the Contract.

a) General Conditions:

- i. 2030 (2020-05-28), General Conditions - Higher Complexity – Goods, apply to and form part of the Contract. These General Conditions are amended as follows:
- ii. 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”
- iii. Section 23(5) of the General Conditions – Higher Complexity – Goods is amended as follows: delete “Public Works and Government Services (PWGSC)” insert “Shared Services Canada (SSC)” Term of contract

b) Supplemental General Conditions:

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

6.3 Term of Contract

a) 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”, will be from the **Contract Award** date up to and including **One Year**; and
- (ii) the period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

b) Option to Extend the Contract:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by 3 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor before the Contract expiry date. The option may only be exercised by the Contracting Authority by notice in writing, and will be evidenced, for administrative purposes only, through a contract amendment.

c) **Delivery Date:** all the initial deliverables must be received within 30 days of Contract Award

d) **Special Delivery Instructions:** To be completed at Contract Award

6.4 Hardware Warranty, Hardware Maintenance And Support

Hardware Warranty: Despite Section 14 (Warranty) of 4001 or anything else to the contrary in this Contract, the "Warranty Period" begins on the date the deliverables are accepted in accordance with the terms of this Contract and continues for twelve (12) months.

6.5 Security Requirement

This document is UNCLASSIFIED, however;

- a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- b) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

6.6 Authorities

a) **SSC Contracting Authority**

Name: David Bennett
 Title: Procurement Officer
 Organization: Shared Services Canada
 Procurement and Vendor Relations
 Data Centers and Internal Services
 Telephone: (613) 462-9536
 E-mail address: David.Bennett5@canada.ca

The SSC Contracting Authority must receive a copy of the invoice for Canada's record and to ensure the invoice is in accordance with the Contract prior to payment by the Client.

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

b) **Technical Authority**

Name: (to be completed at time of award)
 Organization: (to be completed at time of award)
 Telephone: (to be completed at time of award)
 E-mail address: (to be completed at time of award)

The Technical Authority must receive the original Invoice. All inquiries for requests for payment must be made to the Technical Authority.

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



c) Contractor's Representative

The contract Representative for the contract is

Name: _____

E-mail : _____

Tel: _____

6.7 Basis of Payment

Purchased Hardware: For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, FOB destination, including all customs duties, Applicable Taxes included.

6.8 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are subject to exemption and Applicable Taxes are included, if applicable.

6.9 Method of Payment - Single Payment

H1000C (2008-05-12), Single Payment

6.10 Invoicing Instructions

- ii. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- iii. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- iv. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- v. The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

6.11 Applicable Laws

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

6.12 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.

- a) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) The supplemental general conditions:
 - i) 4001 (2015-04-01) – Hardware Purchase , Lease Maintenance;
- c) 2030 (2020-05-28) - General Conditions - Higher Complexity - Goods;
- d) Annex A, List of Deliverables and Pricing

6.13 Foreign Nationals (Canadian Contractor)

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

6.14 Insurance Requirements

G1005C (2016-01-28) Insurance Requirements

**6.15 Limitation of Liability - Information Management/Information Technology**

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 Article, even if it has been made aware of the potential for those damages.

6.16 First Party Liability:

- i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - a. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - b. physical injury, including death.
- ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph (i) above.
- v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - a. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - b. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (b) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
 - c. In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

6.17 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 Sub-article 3.1, 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.
- b) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

6.18 Hardware

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	As set out on Page 1
Delivery Date	All the deliverables must be received within 30 days of contract award.
Special Delivery Instructions	<u>(to be completed at time of award)</u>
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	English
Toll-free Telephone Number for Maintenance Service	[Note to Bidders: Bidders are requested to provide this information at Form 1 – Bid Submission Form].
Website for Maintenance Service	[Note to Bidders: Bidders are requested to provide this information at Form 1 – Bid Submission Form].

6.19 Safeguarding Electronic Media

- a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

6.20 Government Property

Canada agrees to supply the Contractor with the items listed below (the “**Government Property**”). The section of the General Conditions entitled “Government Property” also applies to the use of the Government Property by the Contractor.



Annex A
List of Deliverables and Prices

Initial Deliverables				
Part #	Part Description	Quantity	Unit Price	Extended Price
AP7802B	APC Metered Rack PDU AP7802B - Power distribution unit (rack-mountable) - AC 100/120 V - input: NEMA L5-30 - output connectors: 16 (NEMA 5-20) - 2U - 12 ft	3		
AP8858NA3	APC Metered Rack PDU Zero U - Power distribution strip (rack-mountable) - AC 200/208/230 V - Ethernet, RS-232 - 20 output connector(s) - 0U - for P/N: SUA5000RMI5U	3		
AR8122BLK	APC - Rack shelf (ventilated) - black	2		
SRT6KRMXLT	APC Smart-UPS SRT 6000VA RM - UPS (rack-mountable) - AC 208 V - 6000 Watt - 6000 VA - Ethernet 10/100, RS-232, USB - output connectors: 6 - 4U - black	2		
SRT192RMBP2	APC Smart-UPS SRT 192V 8kVA and 10kVA RM Battery Pack - Battery enclosure (rack-mountable) - 2 x lead acid- 3U - black	4		
AR3100	NetShelter SX 42U 600mm Wide x 1070mm Deep Enclosure with Sides Black	1		
AP5808	APC LCD Console - KVM console with KVM switch - 8 ports - PS/2 - 17" - rack-mountable - VGA - black - 1U	1		
AP5253	APC - Keyboard / video / mouse (KVM) cable - USB, HD-15 (VGA) to HD-15 (VGA) - 6 ft	8		
SB55608419U6FB	Eaton Cooper B-Line Two-Post - Rack - open frame - flat black - 45U - 19"	2		



SB86083S084FB	Eaton Cooper B-Line RCM+ SB860 - Rack cable management tray with cover - flat black	2		
			SUBTOTAL:	
			13% HST:	
			TOTAL:	



Form 1 – Bid Submission Form

BID SUBMISSION FORM	
<p>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></p>	
<p>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</p>	Name
	Title
	Address
	Telephone #
	Email
<p>Bidder's Procurement Business Number (PBN) <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></p>	
<p>Information for SACC 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance</p>	Toll-free Telephone #
	Website for Maintenance Service
<p>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)</p>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	



Signature of Authorized Representative of Bidder	
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Form 2 – OEM Certification Form

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____



Form 3 – Integrity Form

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

Adresse de courriel /E-mail Address: XXXXXXXXX@canada.ca
Ministère/Department: Shared Services Canada
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number)
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)
1. Membre / Director
2. Membre / Director
3. Membre / Director
4. Membre / Director
5. Membre / Director
6. Membre / Director
7. Membre / Director
8. Membre / Director
9. Membre / Director
10. Membre / Director
Autres Membres/ Additional Directors: