



SHARED SERVICES CANADA

Request for Quotations for Power Distribution Units

Solicitation No.	R000073023/B	Date	August 9, 2021
File GCDOCS No.		GETS Reference No.	

Issuing Office	Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5		
Contracting Authority (The Contracting Authority is the contact for all questions and comments about this document)	Name	Agnieszka Kowalska	
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	Postal Address	n/a	
Closing Date and Time	August 24, 2021, 14:00 EDT		
Time Zone	Eastern Daylight Time (EDT)		
Destination of Goods/Services	Department of National Defence 45 Sacré-Coeur Blvd. 76 Comm Gp Warehouse, Ramp 7, Room C0115 Gatineau, QC J8X 1C5 Canada		
Email Address for Bid Submission by the Closing Date	agnes.kowalska2@ssc-spc.gc.ca		

SHARED SERVICES CANADA

Request for Quotations for Power Distribution Units

1. General Information

1.1 Overview

- a) **Nature of Requirement:** This bid solicitation is being issued by Shared Services Canada (SSC) to satisfy the requirement of the Department of National Defence for the supply and delivery of hardware and related products as per Annex A – List of Deliverables and Prices.
- b) **Number of Contracts:** SSC is currently contemplating the award of one (1) contract.
- c) **Term of Contract:** SSC is currently contemplating a contract period of six (6) years.

1.2 Applicable Trade Agreements

The following trade agreement applies to this procurement process: Canadian Free Trade Agreement (CFTA).

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 five (5) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing.

2. Instructions for Bidders

2.1 Mandatory Requirements

Whenever 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 the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c) The 2003 (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).

- d) Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”
- e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - i) Delete: sixty (60) days
 - ii) Insert: ninety (90) days.

3. Preparing and Submitting a Response to this Solicitation

3.1 Electronic Submission of Bids

- a) Bidders must submit their responses by the date and time of bid closing to the email address provided on page 1 of the RFQ identified as the “Email Address for Response Submission”.
- b) **Format for Bid:** Canada requests that bidders provide their bid in separate sections as follows:
 - i) Section I: Technical Bid
 - ii) Section II: Financial Bid
 - iii) Section III: Certifications

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

- c) **Electronic Format for Bid:** All submission documents must be viewable with the Microsoft Office Suite and/or PDF application. Canada requests that bidders follow these format guidelines:
 - i) use 8.5 x 11 inch paper;
 - ii) use a numbering system that corresponds to the RFQ;
 - iii) include a title page at the front of each section of the bid that includes the title, date, RFQ number, bidder’s name and address and contact information of its representative; and
 - iv) include a table of contents.
- d) **Signature of Bid:** Canada requires that each submission be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be signed in accordance with the Subsection entitled “**Joint Venture Bidders**”. If the bid is not signed at the time it is submitted, the Bidder must sign the bid if requested by the Contracting Authority.
- e) **Canada’s Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental

considerations into the procurement process. Please see PWGSC's Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>), which SSC has also adopted (please verify). To assist Canada in reaching its objectives, Canada requests that bidders use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content

- f) **Language:** Documents and supporting information may be submitted in either or both Canadian Official Language, English or French.
- g) **Property of Canada:** All submissions whether received on time or not will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and any other applicable laws.
- h) **Omitted Documents:** Should a Bidder omit a document in their bid, Canada may ask that the Bidder provide the document. The Bidder must submit the documentation within the time period set by the Contracting Authority, failing which the proposal will be treated as being non-responsive.
- i) **Submissions Must Be Complete:** Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- j) Bidders may submit their responses in multiple emails, but all emails must arrive before the bid closing date and time to be evaluated as part of the response.
- k) The time at which the response is received by SSC will be determined by the "Sent Time" indicated in the email received by SSC at the Email Address for Response Submission.
- l) If the Bidder is experiencing difficulties transmitting the email, the Respondent should contact SSC immediately.
- m) The Bidder is encouraged to utilize a delivery and read receipt application to ensure their submission has been accepted by SSC. Respondents who have tried to submit a response, but have not received an email notification acknowledging receipt should contact the Contracting Authority so that they can determine whether or not the response arrived.
- n) In the case of emergency, SSC has the discretion to accept a hand delivered in person by a representative of the Bidder of a paper copy that includes the entire response. Delivery of bids by mail, courier or fax will not be accepted. The hand delivered response must be received by the closing date and time. SSC will only accept a hand-delivered copy of the bid if the bidder has coordinated delivery of that bid with the Contracting Authority.
- o) Once the closing date and time has passed, the Bidder will not be able to submit a bid.
- p) **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.

q) **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:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (C) 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
 - (D) 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.

r) **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 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 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 3 years. Such a response would be declared non-responsive.

3.2 Content of Response

- a) **Specific Responses to the Qualification Requirements at Annex A (Mandatory at RFQ Closing):** Please review Annex A carefully and ensure that all the mandatory and requested information is included in your response.
- b) **Section I: Technical Bid**

- i) In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- ii) The technical bid consists of the following:
 - (A) A copy of Annex A – List of Deliverables and Prices confirming that all items will be delivered as required therein; and
 - (B) Bid Submission Form (Annex B): 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.
- c) **Section II: Financial Bid**
 - i) **Pricing:** Bidders must submit their financial bid in accordance with the Annex A – List of Deliverables and Prices. Bidders must quote firm unit prices in Canadian dollars, DDP destination delivery included, and Duty included (where applicable). Unless otherwise indicated in Annex A, providing a price for every pricing cell is a mandatory requirement of this solicitation.
 - ii) **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, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
 - iii) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive. Bidders must submit their financial bid in accordance with the Pricing Tables provided as Annex A. Unless otherwise indicated in the Pricing Tables, providing a price for every pricing cell is a mandatory requirement of this solicitation.
 - iv) **Exchange Rate Fluctuation:** C3011T (2013-11-06), Exchange Rate Fluctuation.

3.3 **Certifications (Requested at RFQ Closing):**

Bidders must provide the required certifications and documentation in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and documentation are not completed and submitted as requested. Refer to Part 5 "Certifications" of this document for more details on the certifications that are required for this solicitation.

Respondents should note that certain certifications that are not required at the RFQ stage may be required at a later stage of the procurement process.

3.4 **Modification and Withdrawal of Bids**

- a) Bids can be modified, withdrawn or resubmitted through byway of "Email Address for Bid Submission" before the solicitation closing date and time.
- b) A bid withdrawn after the solicitation closing date and time cannot be resubmitted.

3.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

3.6 Enquiries – Bid Solicitation

- a) All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

3.7 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.

3.8 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.

Please refer to Annex 3 – Supply Chain Integrity Process for additional SCI information

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 evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) 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 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
 - iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

- a) **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 listed in Annex A – List of Deliverables and Pricing.
- b) SACC Manual B3000T (2006-06-16), Equivalent Products.
- c) SACC Manual B3010T (2010-01-11), Substitute Products – Samples (Department of National Defence)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within four (4) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

4.3 Financial Evaluation

- a) The financial evaluation will be conducted by calculating the Total Bid Price using the Annex A – List of Deliverables and Prices completed by the Bidders. The Total Bid Price will be based on the sum of all total prices for the deliverables specified in Annex A, GST/HST extra.
- b) All prices quoted for products listed in the Annex A must include 5 (five) years of OEM maintenance and support at the specified service level stated therein.
- c) SACC Manual A02225 (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders.

4.4 Supply Chain Integrity (SCI) Verification - Assessment Process

Canada will also assess the SCI Information submitted by the Bidder in accordance with Annex C. Canada must approve the SCI in order for the bid to be declared compliant.

4.5 Consideration of Additional Software Use Terms included in Top-Ranked Response (following financial evaluation)

- a) Acceptance of all the terms and conditions contained in the Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- b) However, Bidders may, as part of their response, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled “Priority of Documents” in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- c) The process is as follows:
 - i) Responses may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher’s full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - ii) In cases where the Bidder has submitted a software publisher’s full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;

- iii) Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
- iv) If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
- v) If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-compliant and be disqualified; Canada may then proceed to the next-ranked bid; and
- vi) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "**Priority of Documents**" in the Resulting Contract Clauses.

To ensure that only additional software use terms that have been agreed to by both parties are incorporated into any resulting contract, the additional software use terms proposed are to be included as a separate annex and initialed by both parties. The fact that some additional terms and conditions or software use terms were included in the response will not result in those terms applying to any resulting contract.

4.6 Basis of Recommendation for Award of Resulting Contract

- 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.

4.7 Reissue of Bid Solicitation

SACC Manual A9043T (2013-04-25)

This bid solicitation cancels and supersedes previous bid solicitation number R000073023 dated February 23, 2021 with a closing of March 10, 2021 at 2:00 p.m. EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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.

5.1 Mandatory Certifications Required Precedent to Contract Award

a) 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.

b) 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 Human Resources and Skills Development Canada (HRSDC) – 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.

c) Former Public Servants Certification

Please provide the information in the Bid Submission Form in accordance with section 3.5 above.

d) OEM Certification Form

Please provide the information using the OEM Certification Form provided in the annexes to this solicitation.

e) Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder is requested to provide the required documentation in the List of names for integrity verification form (<https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>) and any other relevant form, to be given further consideration in the procurement process.

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 to the Client the goods and services described in the Contract, including those listed in **Annex A, List of Deliverables and Pricing**, in accordance with and at the prices set out in the Contract. This includes:
- i) supplying the purchased Hardware; and
 - ii) providing the Hardware Documentation,
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b) **Client:** Under the Contract, the “**Client**” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to the Department of National Defence.
- c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- 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.

6.2 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.

The following General and Supplemental General Conditions 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:

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 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)”.

b) **Supplemental General Conditions:**

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

6.3 Contract Period

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

- i) The “Initial Contract Period”, which begins on the date the Contract is awarded and ends on the date of the sixth (6th) year anniversary of the date on which Canada accepted the Hardware, and all the Work related to it.

6.4 Authorities

a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Agnieszka Kowalska
Title: Senior Procurement Officer
Organization: Shared Services Canada
Procurement and Vendor Relations
Data Center Procurement
180 rue Kent St, 13-013
PO Box 9808 STS,
Ottawa, Ontario K1G 4A8

Telephone: (343) 551-9034

E-mail address: agnes.kowalska2@ssc-spc.gc.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.

b) **Technical Authority**

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Telephone:
E-mail address:

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 Contractor's Representative for the Contract is:

Name:

Telephone:

E-mail address:

6.5 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.6 Electronic Procurement & Payment Support

The Contractor must support SSC's implementation of the iValua Buyer procurement system. When instructed by the Contracting Authority, the Contractor must submit quotes, accept orders, submit shipping/service delivery notices and submit invoices through the procurement system.

6.7 Payment

- a) **Basis of Payment:** 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 extra.

Estimated Cost: _____

- b) **Taxes – Foreign-based Contract:** SACC Manual clause C20002 (2007-11-30), Taxes – Foreign-based Contractor.
- c) **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.
- d) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- e) **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. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority
- f) **Method of Payment - Single Payment**
- H1000C (2008-05-12), Single Payment
- g) **Price Protection – Most Favoured Customer**

- i) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- ii) The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- iii) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- iv) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- v) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- vi) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- vii) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

6.8 Invoicing Instructions

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

6.9 Certifications

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

6.10 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

6.11 Applicable Laws

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

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) supplemental general conditions:
 - i) 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- c) 2030 (2020-05-28) General Conditions – Higher Complexity - Goods;
- d) 2003 (2020-05-28) Goods or Services – Competitive Requirements;
- e) Annex A, List of Deliverables and Pricing;
- f) Annex B, Federal Contractors Program for Employment Equity – Certification;
- g) the signed Task Authorizations (including all of their annexes, if any); and
- h) the Contractor's bid dated _____, as amended _____, 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.

6.13 Defence Contract

- a) SACC Manual clause A9006C (2012-07-16) Defence Contract
- b) SACC Manual clause C2801C (2017-08-17) Priority Rating – Canadian-based Contractors

6.14 Foreign Nationals (Canadian Contractor)

- a) 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.

6.15 Foreign Nationals (Foreign Contractor)

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

6.16 Insurance Requirements

- a) SACC Manual clause G1005C (2016-01-28) Insurance Requirements

6.17 Limitation of Liability - Information Management/Information Technology

- a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b) **First Party Liability:**
- i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - ii) The Contractor is liable for all direct damages 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 2.1.1 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 2.5.2 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, whichever is more;
 - (C) in any case, the total liability of the Contractor under subparagraph 2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- c) **Third Party Claims:**
 - i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite 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.
 - iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

6.18 Joint Venture Contractor

- a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: _____.

- b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- i) _____ 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;
 - ii) 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
 - iii) all payments made by Canada to the representative member will act as a release by all the members.
- c) 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.
- d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e) 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.
- f) 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.

6.19 Hardware

- a) 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	Department of National Defence 45 Sacre-Coeur Blvd. 76 Comm Gp Warehouse, Ramp 7, Room C0115 Gatineau, QC J8X 1C5 Canada Attn : Tel: 819- @forces.gc.ca
Delivery Date	Note to Bidders: this entry will be completed with information provided in the bid.
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	The Hardware Documentation must be delivered in one of English or French. If the documentation is available in the other of the two official languages of Canada, the Contractor must deliver the documentation in both English and French.
Format and Medium on which Hardware Documentation must be Delivered	Electronic format.
Special Delivery Requirements	The Hardware may be delivered only between the hours of 9:00 and 15:00 Eastern Daylight Time.
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract.
Contractor must Install Hardware at time of Delivery	Not applicable. Canada is doing the installation.
Contractor must Integrate and Configure Hardware at time of Installation	No
Hardware is part of a System	Yes
Hardware Warranty Period	Despite 4001, the Hardware Warranty Period under Part V is 5 years.
Class of Maintenance Service	Note to Bidders: this entry will be completed with information provided in the bid.
Principal Period of Maintenance (PPM)	Note to Bidders: this entry will be completed with information provided in the bid.
Toll-free Telephone Number for Maintenance Service	Note to Bidders: this entry will be completed with information provided in the bid.
Website for Maintenance Service	Note to Bidders: this entry will be completed with information provided in the bid.

6.20 Extension of Existing Product Line

- a) 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:
 - i) 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%;
 - ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- b) 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.).
- c) 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.
- d) No new products will be included in the Contract until one year after the Contract is awarded. [Note: this sentence is included to ensure that a bidder cannot propose one product at a low

price, then immediately propose a better product at a higher price. This clause is not intended to allow for a bidder to upgrade the technology based on what was available at the time the contract was competed - it is intended to deal with technological change over the Contract Period. Be sure that the period inserted is long enough to ensure this is the case.]

6.21 Simple Software Requirement

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:

- a) It must be the current release and, unless otherwise specified, require no further research or development to meet the Specifications;
- b) 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;
- c) The Contractor grants a single, perpetual, non-exclusive license to Canada for the Client to use the Licensed Software in accordance with the Contract. This license allows the Client to install, copy, deploy and use the Licensed Software.

6.22 Delivery – Specific Deliverable Substitutions of Hardware

- a) 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:
 - i) 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;
 - ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- b) 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.
- c) 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.

6.23 Equivalency of Equipment

- a) The Contractor guarantees that the equipment to be delivered under the Contract is:
 - i) equivalent in form, fit, function and quality to the existing equipment owned by Canada that was described in the solicitation that resulted in the Contract; and
 - ii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the

equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:

- i) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
 - ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - iii) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future bid solicitations.

6.24 Modification to Equipment List / Locations

The Crown has the right to add and/or delete Hardware, Licensed Software, locations and billing codes to/from the contract upon 30 days advance written notice. The Contract price shall be adjusted to reflect any change in price resulting from any such additions or deletions. Any addition or deletion to/from Annex A and I shall be evidenced through a formal contract amendment.

6.25 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.

6.26 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has

no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

6.27 Termination for Convenience

With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

ANNEX A
LIST OF DELIVERABLES AND PRICING

TABLE 1							
<u>Item</u>	<u>Part No.</u>	<u>Description</u>	<u>Unit of Issue</u>	<u>Qty.</u>	<u>Delivery Date</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	PX3TS-5146R	RARITAN PX3TS-5146R 1PH, 120V AC, 20A (16A RATED);8 OUTLETS: 8X NEMA 5-20R; PLUG: NEMA 5-20R; PLUG: NEMA 5-20P (REAR FEED), 1.9KVA; OUTLET METERED/SWITCHED, 1U HORIZONTAL TRANSFER SWITCH, LCD DISPLAY, ETHERNET, SERIAL, 2X USB-A, USB-B AND SENSOR CONNECTIONS	EA	12			
2	PX3TS-5184CR	RARITAN PX3TS-5184CR 1PH, 208V AC, 16A (16A RATED);8 OUTLETS: 7X C13, 1X C19; PLUG: IEC 60320 C20(REAR FEED), 3.3KVA; OUTLET METERED/SWITCHED, 1U HORIZONTAL TRANSFER SWITCH, SECURELOCK READY, LCD DISPLAY, ETHERNET, SERIAL, 2X USB-A, USB-B AND SENSOR CONNECTIONS	EA	20			
Sub-Total CAD:							
GST (5%):							
QST (9.975%):							
TOTAL CAD :							

ANNEX B - BID SUBMISSION FORM

SSC Solicitation No. [Insert No.] Bid Submission Form			
Bidder's full legal name <i>[Note to Suppliers: Suppliers 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 SSC's Standard Instructions. Please make sure that your PBN 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>			
Former Public Servants Please see the Section of SSC's Standard Instructions entitled "Former Public Servants" for more information. If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.	Is the Bidder a Former Public Servant in receipt of a pension as defined in SSC's Standard Instructions? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
	Is the Bidder a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	No	
	Is the Bidder a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
	Is the Bidder a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	No	
Federal Contractors Program for Employment Equity Certification Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information. Please check one of the boxes or provide the required information. If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.	The Bidder certifies having no work force in Canada		
	The Bidder certifies being a public sector employer		
	The Bidder certifies being a federally regulated employer subject to the <i>Employment Equity Act</i>		
	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time, part-time and temporary employees.		
	The Bidder has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.		
	Valid and current Certificate number		
	The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour.		
Requested language for future communications regarding this procurement process – please indicate either French or English			
Requested Canadian province or territory for applicable laws			
On behalf of the Bidder, by signing below, I confirm that I have read the entire solicitation, including the documents incorporated by reference into the solicitation, and I certify and agree that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the solicitation; 2. All the information provided in the bid is complete, true and accurate; and 3. The Bidder agrees to be bound by all the terms and conditions of this solicitation, including the documents incorporated by reference into it.			
Signature of Authorized Representative of Bidder			

ANNEX C – Supply Chain Integrity (SCI) Process

1. SCI REQUIREMENT

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

Definitions

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

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

Mandatory Ongoing Qualification Submission Requirements

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

Bidders must submit, prior to contract award, the following Supply Chain Security Information (SCSI):

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

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

While submitting the information is mandatory, Bidders are requested to provide the SCSI by using the SCSI Submission Form. Canada requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada also requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

- b) **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
 - (i) the name of the subcontractor;
 - (ii) the address of the subcontractor’s headquarters;
 - (iii) the portion of the Work that would be performed by the subcontractor; and
 - (iv) the location(s) where the subcontractor would perform the Work.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. Any subcontractor that could have access to Canada’s Data or would be responsible either for transporting it or for storing it must be identified. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is not considered to be a subcontractor. Subcontractors would include, for example, technicians who might be deployed or maintain the Bidder’s solution. If the Bidder does not plan to use any subcontractors to perform any part of the Work, Canada requests that the Bidder indicate this in its bid submission.

2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder’s solution could compromise or be used to compromise the security of Canada’s equipment, firmware, software, systems or information.

In conducting its assessment:

- a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid submission being disqualified.
- b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is

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

If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:

- c) 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.
- d) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 2 calendar days following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority).
- e) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the previously Bidder will be disqualified and unable to participate in the subsequent procurement phase(s).

By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:

- f) qualification pursuant to the SCI assessment does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- g) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- h) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and
- i) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

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

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

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

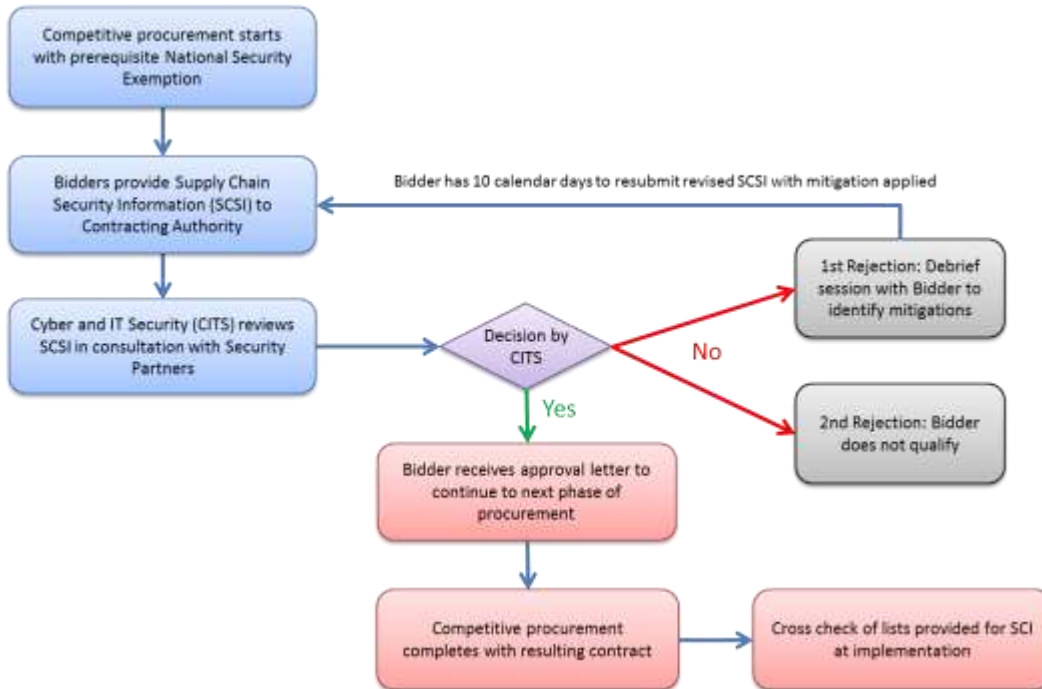
- a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada’s assessment of the Bidder’s Supply Chain Security Information (the “**Sensitive Information**”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada’s concerns.
- b) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
- c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- d) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- e) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- f) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and review of the Bidder’s status as an eligible bidder for other requirements.
- g) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information).

3. SUPPLY CHAIN SECURITY INFORMATION FORM

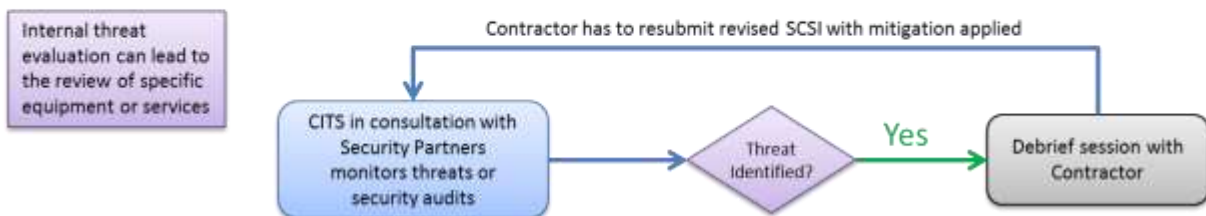
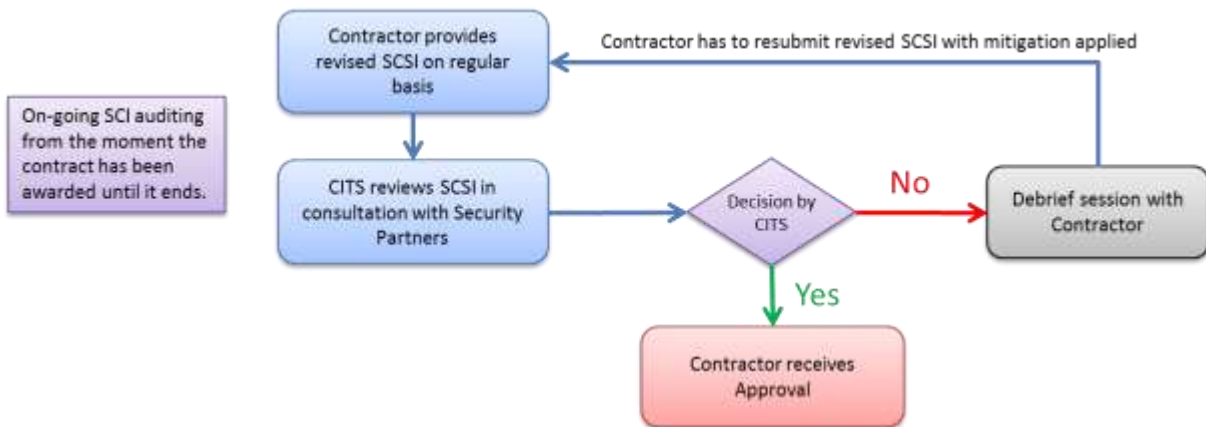
Note: The Supply Chain Security Information Form is provided as a separate attachment.

4. SUPPLY CHAIN SCOPE DIAGRAMS

SCI Process



SCI Post-Contract Process



Form 1

Software Publisher Certification Form

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

The Bidder certifies that is the software publisher of all the following software products and components 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:

[bidders should add or remove lines as needed]

Form 2

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 any contract resulting from the bid solicitation identified below.

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 _____

Form 3 – Integrity Form

Bidders are requested to complete the Integrity Form located at <https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/ln-form-eng.pdf> and submit with your bid