

**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 0B6

<b>Title – Sujet</b> Virtual Machine Hosts for ISED	
<b>Solicitation No. – No de l'invitation</b> BPM014056	<b>Date</b> 2021-09-21
<b>Client Reference No. – N° référence du client</b> R000096275	
<b>Solicitation closes – L'invitation prend fin</b> on – le October 1 <sup>st</sup> , 2021 at – à 2:00, PM	<b>Time zone – Fuseau horaire</b> Eastern Daylight Time (EDT)
<b>Contracting Authority – Autorité du contrat</b> <b>Address Inquiries to – Adresser toutes questions à</b>  Raiyane Benchekroun 180 Kent, 13th Floor Ottawa, Ontario K1P 0B6	
<b>Telephone No. – No de téléphone</b> (613) 324-4061	
<b>Email – Courriel</b>  <a href="mailto:raiylene.benchekroun@ssc-psc.gc.ca">raiylene.benchekroun@ssc-psc.gc.ca</a>	
<b>Destination - Destination</b>  ISED Canada 235 Rue Queen, Ottawa, ON K1A 0H5 Canada	
<b>Invoices – Factures</b>  [To be completed at contract award]	



## TABLE OF CONTENTS

Part 1	General Information .....	4
1.1	Introduction.....	4
1.2	Summary.....	4
1.3	Trade Agreements .....	4
	The following trade agreements apply to this procurement process:.....	4
1.4	Debriefing.....	4
Part 2	Bidder Instructions .....	5
2.1	Mandatory Requirements.....	5
2.2	Standard Instructions, Clauses and Conditions .....	5
2.3	Electronic Submission of Bids .....	6
2.4	Modification and Withdrawal of Bids .....	7
2.5	Enquiries – Bid Solicitation .....	7
2.6	Applicable Laws.....	7
Part 3	Bid Preparation Instructions .....	8
3.1	Section I: Financial Bid .....	8
Part 4	Evaluation Procedures and Basis of Selection.....	9
4.1	Evaluation Procedures .....	9
4.2	Financial Evaluation .....	9
4.3	Basis of Selection .....	9
Part 5	Certifications.....	10
5.1	Certifications Precedent to Contract Award and Additional Information .....	10
Part 6	Resulting Contract Clauses.....	12
6.1	Requirement.....	12
6.2	Standard Clauses and Conditions .....	12
6.3	Security Requirement.....	13
6.4	Delivery Date.....	13
6.5	Authorities .....	13
6.6	Inspection and Acceptance.....	14
6.7	Basis of Payment .....	14
6.8	Method of Payment – Single Payment.....	14
6.9	Invoicing Instructions.....	14
6.10	Certifications.....	15
6.11	Applicable Laws.....	15
6.12	Priority of Documents .....	15



6.13 Foreign Nationals (Canadian Contractor) ..... 15

6.14 Insurance ..... 15

6.15 Limitation of Liability - Information Management/Information Technology ..... 15

6.16 Hardware ..... 17

6.17 Safeguarding Electronic Media..... 17

6.18 Access to Canada’s Property and Facilities..... 18

Annex A – List of Deliverables and Prices ..... 19

Form 1 – Bid Submission Form ..... 20

Form 2 – OEM Certification Form ..... 21

Form 2A - SCSI Submission Form..... 22

Form 3 – Integrity Form ..... 23



## 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

Annex B – SSC Standard Instructions

#### **1.2 Summary**

This bid solicitation is being issued to satisfy the requirement of Innovation, Science and Economic Development Canada (the "Client") for the supply and delivery of products as per Annex A – List of Deliverables and Prices.

#### **1.3 Trade Agreements**

The following trade agreements apply to this procurement process:

- i) Canada Free Trade Agreement (CFTA);
- ii) World Trade Organization Agreement on Government Procurement (WTO-AGP);
- iii) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);

#### **1.4 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 this document and any of its attachments by number, date and title are either:
  - (i) 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 Services and Procurement Canada; or
  - (ii) included as attachments.
- (b) These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full;
  - (i) Section 01 only of Public Services and Procurement Canada’s **2003 Standard Instructions - Goods or Services - Competitive Requirements** (bearing the most recent date before the date this solicitation was issued) is incorporated by reference into and forms part of this solicitation; and
  - (ii) **SSC’s Standard Instructions for Procurement Documents No. 1.4 (“SSC’s Standard Instructions”)** are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC’s Standard Instructions and this document, this document prevails.
- (c) By submitting a response, as set out in the Bid Submission Form, the bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the Solicitation, including those incorporated by reference.



### 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:

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

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

- (b) Submission through P2P Mandatory: All bidders must attempt to submit their bids through the P2P portal.
- (c) Submissions not permitted after Solicitation Closing: After Solicitation Closing, the P2P system will not permit a bidder to submit a bid.
- (d) 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.
- (e) Bidders that submit bid documents in other formats do so at their own risk, as Canada may be unable to read them.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

## 2.4 Modification and Withdrawal of Bids

- (a) Bids can be modified, withdrawn or resubmitted through the P2P portal 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) Bidders who wish to be certain of receiving a reply must submit all questions through P2P to the Contracting Authority, **no later than 9:00 am on the 7<sup>th</sup> calendar 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.



### 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: 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: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with Annex A – List of Deliverables and Prices. Bidders must quote firm unit prices in Canadian dollars, DDP destination Ottawa, ON delivery included, and Duty included (where applicable). The total amount of Applicable Taxes must be shown separately. The completed Annex A must also include the OEM and product code for every line item otherwise the bid will be deemed non-compliant and will be given no further consideration.
- (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, including any option to extend the 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 total bid evaluation value of the RFQ response will be based on the sum of all total prices for all deliverables specified in Annex A, applicable taxes extra.

If a tie in total bid evaluation value occurs, an opportunity to re-quote will be presented to the tied bidders only. Failure to re-quote will result in being deemed non-compliant.

### **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.



## 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) Form 2 - OEM Certification

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use 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) Form 2A - SCSI Submission Form

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.

Bidder must provide the required documentation in Form 2A – Supply Chain Security Information Form, as applicable, to be given further consideration in the procurement process.



(c) **Form 3 - Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder may be requested to provide the required documentation in Form 3 – 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 to the Client the goods and services described in the Contract, including the Statement of Requirement 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 Shared Services Canada. The Contracting Authority, upon written notification to the Contractor, may re-designate the Client under this Contract.
- (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.

### 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

In all clauses and conditions identified in the Contract, all reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Shared Services Canada. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with 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.



(a) **General Condition**

2030 (2020-05-28), General Conditions – Higher Complexity - Goods, are incorporated by reference into and form part of the Contract.

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”

(b) **Supplement General Conditions**

4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, are incorporated by reference into and form part of the Contract.

**6.3 Security Requirement**

There is no security requirement for this contract.

**6.4 Delivery Date**

All the deliverables must be received on or before 30 days from contract award.

**6.5 Authorities**

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Raiyane Benchekroun  
Title: Procurement Officer  
Address: 180 Kent St, 13th, Ottawa, Ontario, K1P 0B6  
Telephone: (613) 324-4061  
E-mail address: [raiyane.benchekroun@ssc-spc.gc.ca](mailto:raiyane.benchekroun@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: [To be completed on Contract Award]

Name:  
Title:  
Organization:  
Address:  
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 Representative for the Contract is:

[To be completed on Contract Award]

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

6.6 Inspection and Acceptance

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

6.7 Basis of Payment

- (a) **Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, DDP destination, including all customs duties, Applicable Taxes extra.
- (b) **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.
- (c) **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.

6.8 Method of Payment – Single Payment

H1000C (2008-05-12), Single Payment

6.9 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 deliverable 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.

#### 6.10 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default

#### 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 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 Manual clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions 4001 (2015-04-01) - Hardware Purchase, Lease and Maintenance
- (c) General Conditions 2030 (2020-05-28) – Higher Complexity - Goods
- (d) Annex A List of Deliverables and Prices
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), not including any provision SACC Manual clauses 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 Foreign Nationals (Canadian Contractor)

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

#### 6.14 Insurance

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

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

#### 6.15 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 (i)(A) 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 .25 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 \$2 million.
  - 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 \$2 million, 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 16.15, 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 (c).

**6.16 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)	No
Delivery Location	As set out on Page 1 of the Contract
Delivery Date	As set out under the Section titled Delivery Date
Contractor must deliver Hardware Documentation	Non
Toll-free Telephone Number for Maintenance Service	<b>[Note to Bidders:</b> Bidders are requested to provide this information at Form 1 – Bid Submission Form].
Website for Maintenance Service	<b>[Note to Bidders:</b> Bidders are requested to provide this information at Form 1 – Bid Submission Form].

**6.17 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.

**6.18 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.



**Annex A – List of Deliverables and Prices**

**(Please see attached Annex A)**



**Form 1 – Bid Submission Form**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <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>	
<b>Information for SACC 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance</b>	Toll-free Telephone #
	Website for Maintenance Service
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<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"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>	
<b>Signature of Authorized Representative of Bidder</b>	



**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 2A - SCSI Submission Form**

**(Please see attached Form 2A)**



**Form 3 – Integrity Form**

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

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