

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8
Bid Fax: (604) 775-7526**

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Encase V7 License & Support	
Solicitation No. - N° de l'invitation M2989-124482/A	Date 2012-03-23
Client Reference No. - N° de référence du client M2989-124482	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-584-6668	
File No. - N° de dossier VAN-1-34417 (584)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-07	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Perez, Elizabeth	Buyer Id - Id de l'acheteur van584
Telephone No. - N° de téléphone (604) 775-7690 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE ATTN: S/SGT. R.D. HOWARD TECH CRIME UNIT 13130 - 76 AVENUE SURREY British Columbia V3W 2V6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TITLE: ENCASE LICENSE UPGRADE & SUPPORT

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

Public Works and Government Services Canada (PWGSC), on behalf of Royal Canadian Mounted Police (RCMP), Tech Crime Unit in Surrey, British Columbia has a requirement to supply and deliver an Encase Forensic upgrade to Version 7 License NAS (Network Attached Storage) Key plus 20 Security Keys and one (1) year software support.

This requirement is to upgrade pre-existing Encase Forensic Version 6 License and NO OTHER SUBSTITUTE will be accepted.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

Manual issued by Public Works and Government Services Canada.

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

The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than fourteen (14) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia. 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

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copies)

Section II: Certifications (1 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their Bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Annex A Deliverables and Pricing. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if Applicable.

1.1 SACC Manual Clause

C3011T (2010-01-11), Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

(a) Bidders must be a Certified Reseller for Encase Forensic Software License authorized by the Manufacturer and certified to provide Software Maintenance Support.

(b) Bidders must provide only Encase Forensic Software License, No other substitute license will be accepted.

(c) Bidders must provide all pricing as requested in Annex A, Deliverables and Pricing.

(d) Acceptance of PWGSC General Terms and Conditions and Resulting Contract Clauses contained in this Request for Proposal (RFP).

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

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.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - Certification - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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Further information on the FCP is available on the HRSDC Web site.

1.2 Certified Reseller Certification

(a) Bidders must provide a copy of their Encase Forensic Certified Reseller Certification, and Software Maintenance Support Certification.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the Deliverables and Pricing at Annex A.

3. 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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

Manuals issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2011-05-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4003 (2010-08-16) Licensed Software

4004 (2010-08-16) Maintenance and Support Services for Licensed Software

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before May 18, 2012.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Elizabeth Perez

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch, Pacific Region

641 - 800 Burrard Street, Vancouver, BC V5Z 2V8

Telephone: 604-775-7690

Facsimile: 604-775-7526

Email Address: elizabeth.perez@pwgsc-tpsgc.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.

5.2 Project Authority

The Project Authority for the Contract is: To be inserted at time of award.

Name: _____
 Title: _____
 Address: _____

Telephone: ____-____-____
 Facsimile: ____-____-____
 E-mail: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Contractor's Representative (Bidder to complete)

Name: _____
 Title: _____
 Organization: _____
 Address: ____-_____

Telephone: ____-____-____
 Facsimile: ____-____-____
 E-mail: _____.

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex A for a cost of \$ _____. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 SACC Manual Clause H1000C(2008-05-12) Single Payment

6.3 SACC Manual Clause H3028C (2010-01-11) Advance Payment (For Software Maintenance Support)

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

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

9. Applicable Laws

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

10. Priority of Documents

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

(a) the Articles of Agreement;

(b) the general conditions 2010A (2011-05-16)

(c) the supplemental general conditions 4003 (2010-08-16) Licensed Software

(d) the supplemental general conditions 4004 (2010-08-16) Maintenance and Support Services for Licensed Software

(e) Annex A, Deliverables and Pricing

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(f) the Contractor's bid dated _____ (*insert date of bid*).

11. Software License

(a) With respect to the provisions of Supplemental General Condition 4003:

Type of License being Granted	Perpetual Entity License
Entity Licensed	The Entity Licensed is the RCMP - Tech Crime Unit.
Source Code Escrow Required	No

12. Software Maintenance and Support

(a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	1 Year
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</p>

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ANNEX A**DELIVERABLES AND PRICING**

Prices must be in Canadian dollars, FOB Destination , Canadian Customs duties and Excise taxes included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

There is no substitute for this requirement, only Encase Forensic Software Version 7 Licenses will be accepted.

Item #	Description	Qty	Unit Cost	Extended Cost
1	Encase Forensic V6 upgrade to V7 License NAS (Network Attached Storage) Key	1	\$_____/Ea	\$_____
	Plus 20 Security Keys associated to the NAS Key.	20	\$_____/Ea	\$_____
2	Encase Forensic SMS (Software Maintenance Support) - one (1) year	21	\$_____/Ea	\$_____
	TOTAL			\$_____