

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Place du Portage, Phase III
Core 0A1/Noyau 0A1
11 Laurier St./11, rue, Laurier
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 956-3370

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 Performance Analysis System	
Solicitation No. - N° de l'invitation EN869-122636/A	Date 2012-03-09
Client Reference No. - N° de référence du client 20122636	
GETS Reference No. - N° de référence de SEAG PW-\$\$XK-101-23890	
File No. - N° de dossier 101xk.EN869-122636	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-22	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Knowles, Jason	Buyer Id - Id de l'acheteur 101xk
Telephone No. - N° de téléphone (819) 956-1418 ()	FAX No. - N° de FAX (819) 956-8303
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

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

Secure Channel Division (XK)/Division de la voie de communication protégée (XK)
12C1, Place du Portage Phase III
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5

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

BID SOLICITATION
NETWORK AND APPLICATION PERFORMANCE ANALYSIS SYSTEM
FOR
DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES
CANADA

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List of Annexes to the Resulting Contract:

- Annex A Statement of Work
- Annex B Pricing Tables
- Annex C Bidders Forms:
- Form 1 - Bid Submission Form
 - Form 2 - Substantiation of Technical Compliance Form
 - Form 3A - Off-the-Shelf Form
 - Form 3B - OEM Certification Form
 - Form 4A - Software Publisher Certification Form
 - Form 4B - Software Publisher Authorization Form
 - Form 5 - Set-Aside Program for Aboriginal Information and Certification Form
 - Form 6 - Canadian Content Certification

Note: Please note that Annexes B and C will be on Merx as attachments.

BID SOLICITATION

NETWORK AND APPLICATION PERFORMANCE ANALYSIS SYSTEM

FOR

DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES

CANADA

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and any other annexes.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Shared Services Canada (SSC) (the "**Client**") for the procurement of a Network and Application Performance Analysis System (NAPAS) for their Data Centres. The solution, which is part of the Department's Evergreen Program, will be used to monitor network and application performance of software applications that are deployed across the SSC Network. The solution is comprised of commercial hardware and software products, maintenance and support services.
- (b) It is intended to result in the award of a contract for 1 year.
- (c) The requirement is subject to a preference for Canadian goods and/or services.
- (d) This procurement is set aside for Aboriginal Business under the federal government's Set-Aside Program for Aboriginal Business.
- (e) This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

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- (f) Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement

1.3 Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 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 issued by Public Works and Government Services Canada (PWGSC).
- (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 (2012/03/02) 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.
- (d) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: one hundred and eighty (180) days

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 3 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.

2.4 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) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (3 hard copies) and 2 soft copies on CD
- (ii) Section II: Financial Bid (1 hard copy) and 1 soft copy on CD.
- (iii) Section III: Certifications (3 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

(b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

(c) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

3.2 Section I: Technical Bid

(a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(b) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but

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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.

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

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Annex B - Pricing Tables. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, 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.
- (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.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.2 Bidder's Time for Responding During Evaluation:

- (a) 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 three (3) 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) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.3 Conduct of Evaluation in Steps

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

- (a) **Step 1 - Set-Aside for Aboriginal Program for Aboriginal Business certification**
Bids that do not include a valid set-aside for Aboriginal Business Certification will be considered non-responsive and be disqualified.
- (b) **Step 2 - Canadian Content Certification:**
The evaluation team will determine first if there are three or more bids with a valid Canadian Content Certification (see Part 5). In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and fewer than three responsive bids with a valid certification remain, Canada will continue evaluating only the bids with a valid certification. If all bids with a valid certification are declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- (c) **Step 3 - Technical Evaluation - Mandatory Technical Criteria:**
Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

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(d) Step 4 - Evaluation of Financial Bid:

(i) The financial evaluation will be conducted by calculating the Total Bid Evaluated Value (BEV) using the Annex B - Pricing Tables completed by the Bidders.

(ii) **Formula in Pricing Tables**

If the pricing tables provided to bidders include any formula, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

e) Step 5 – Contractor Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest total bid evaluated value (BEV) 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 in accordance with the articles below.

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.

PART 5A: 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.

5.1 Federal Contractors Program for Employment Equity - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract 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-EE for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc?=e>), to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP-EE, having a workforce of fewer than 100 permanent full or part-time employees in Canada;
 - (ii) not subject to FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of

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\$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or

- (iv) subject to FCP-EE, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Note to Bidders: Bidders are requested to use the Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

5.2 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”

Any equipment and software bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

5.3 OEM Certification

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

5.4 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers,

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authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 5B: CERTIFICATIONS REQUIRED WITH THE BID AT BID CLOSING

Bidders must submit, at bid closing, the following duly completed certifications as part of their bid.

- Form 5 - Set-aside Program for Aboriginal Business
- Form 6 - Canadian Content Certification

5.5 Canadian Content Certification - Conditionally Limited

- (a) This procurement is conditionally limited to Canadian goods and Canadian services.
- (b) Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.
- (c) Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.
- (d) For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

5.6 Canadian Content Definition

- (a) SACC Manual Clause A3050T (2010/01/11), Canadian Content Definition.

5.7 Set-aside Program for Aboriginal Business

- (a) This procurement is set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business. Bidders must complete and sign the certification entitled "Certification Requirements for the Set-aside Program for Aboriginal Business" attached as Annex D, Form 5.
- (b) By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

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PART 6 - FINANCIAL REQUIREMENTS

Financial Capability

- (a) SACC Manual clause A9033T (2011/05/16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work in accordance with, and at the prices set out in, the Contract. This includes:
- (i) supplying the purchased Hardware;
 - (ii) providing the Hardware Documentation;
 - (iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
 - (iv) granting the license to use the Licensed Software described in the Contract;
 - (v) providing the Software Documentation;
 - (vi) providing maintenance and support for the Licensed Software during the Software Support Period;
- (b) **Client:** Under the Contract, the "**Client**" is Shared Services Canada (SSC).
- (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.
- (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, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 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://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

- (a) **General Conditions:**
- (i) 2030 (2012/03/02) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**
- The following Supplemental General Conditions:
- (i) 4001 (2010/08/16), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
 - (ii) 4002 (2010/08/16), Supplemental General Conditions - Software Development or Modification Services;

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- (iii) 4003 (2010/08/16), Supplemental General Conditions - Licensed Software;
- (iv) 4004 (2010/08/16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

7.3 Contract Period

- (a) The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 1 year later; and

7.4 Delivery Date

All the deliverables must be received on or before March 31st 2012.

7.5 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:
Jason Knowles
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Place du Portage
11 Laurier Street, Phase III, 5C2
Gatineau, Quebec K1A 0S5
Telephone: (819) 956-1418
Facsimile: (819) 956-8303
E-mail address: jason.knowles@tpsgc-pwgsc.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 INSERTED UPON CONTRACT AWARD

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the

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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**

TO BE INSERTED UPON CONTRACT AWARD

7.6 Payment

(a) **Basis of Payment**

(i) **Purchased Hardware:** For the supply, installation, integration and configuration of the Hardware including all necessary cables, components and the the hardware documentation in accordance with the Contract, Canada will pay the Contractor the firm unit price set out in Annex B, Appendix A1, FOB destination, including one (1) year warranty/maintenance and support services from the date of acceptance of the hardware, all customs duties, GST/HST extra.

Estimated Cost: \$ ***TO BE INSERTED UPON CONTRACT AWARD***

(ii) **Purchase Licensed Software:** For the license(s) to use the Licensed Software including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation, in accordance with the Contract, Canada will pay the Contractor the firm unit price set out in Annex B, Appendix A2, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period.

Estimated Cost: \$ ***TO BE INSERTED UPON CONTRACT AWARD***

(iii) **GST/HST:** Estimated Cost: \$ ***TO BE INSERTED UPON CONTRACT AWARD***

(iv) **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.

(b) **Method of Payment - Single Payment for Goods**

(i) H1000C (2008/05/12), Single Payment

(c) **Method of Payment - Monthly Payment for Maintenance and Support Services**

(i) H1008C (2008/05/12), Monthly Payment

7.7 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.

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- (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, a copy to the Contracting Authority and forward a copy to the address on page 1 of the contract.

7.8 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.
- (b) **SACC Manual Clauses**
 - (i) SACC clause A3060C (2008/05/12) - Canadian Content Certification.
 - (ii) SACC clause A3000C (2011/05/16) - Aboriginal Business Certification.

Note to Bidders: *The SACC Clause A3060C will only be included in any resulting contract if the evaluation of the bids was limited to bids with canadian content certification as detailed in Part 4 of this solicitation.*

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***TO BE INSERTED UPON CONTRACT AWARD***.

7.10 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, in the following order:
 - (i) 4001;
 - (ii) 4002;
 - (iii) 4003;
 - (iv) 4004;
- (c) general conditions 2030 (2011/05/16) General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Work;
- (e) Annex B, Pricing Tables;
- (f) the Contractor's bid dated ***TO BE INSERTED UPON CONTRACT AWARD*** 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.

7.11 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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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 (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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 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.

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

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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 (i), 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).

7.12 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **BIDDER TO LIST ALL THE JOINT VENTURE MEMBERS IN ITS BID.**
- (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.*

7.13 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.

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Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes.
Delivery Location	SSC, Connectivity Services 50 King Edward Avenue Ottawa, ON K1A 0S5 Attn: Eric Ducharme
Installation Site	Same as Delivery Location.
Contractor must deliver Hardware Documentation	Yes. Despite Section 7(4), only 1 copy of the Hardware Documentation is required.
Contractor must update Hardware Documentation throughout Contract Period	No. Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No.
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English.
Format and Medium on which Hardware Documentation must be Delivered	CD-Rom.
Special Delivery Requirements	No.
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract.
Contractor must Install Hardware at time of Delivery	Yes.
Contractor must Integrate and Configure Hardware at time of Installation	Yes.
Hardware is part of a System	Yes.
Availability-level Testing will be performed before Acceptance	No.
Class of Maintenance Service	Refer to Annex A - Statement of Work, section 6
Toll-free Telephone Number for Maintenance Service	BIDDERS TO PROVIDE INFORMATION IN ITS ID SUBMISSION
Website for Maintenance Service	BIDDERS TO PROVIDE INFORMATION IN ITS ID SUBMISSION

7.14 Termination for Convenience of Hardware Maintenance Services

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any Hardware maintenance and support services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for

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convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

7.15 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ (BIDDERS TO PROVIDE INFORMATION IN ITS BID SUBMISSION).
Type of License being Granted	Device License.
Number of Devices Licensed	One (1) per chassis.
Language of Licensed Software	The Licensed Software must be delivered in English.
Delivery Location	Email license key.
Installation Site	SSC, Connectivity Services 350 King Edward Avenue Ottawa, ON K1A 0S5 Attn: Eric Ducharme
Media on which Licensed Software must be Delivered	CD-Rom.
Software Warranty Period	12 months.
Source Code Escrow Required	No.

(b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.16 Licensed Software Maintenance and Support

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

Software Support Period	Software Support Period is the Contract Period.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 4 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software

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	Support Period, the prices will be those set out in Annex B, Appendix B2. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contractor must provide On-site Support Services	Yes.
Contractor must provide Swift Action Tactical (SWAT) services	No.
Contractor must install Software Error corrections and Maintenance Releases and upgrades	No.
Contractor must keep track of software releases for the purpose of configuration control	No.
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ 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. NOTE TO BIDDERS: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. NOTE TO BIDDERS: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.17 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor

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also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.18 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.

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**ANNEX A
STATEMENT OF WORK**

(Available with the bid package)

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**ANNEX B
PRICING TABLES**

(Available on Merx as an attachment)

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**ANNEX C
BIDDERS FORMS**

FORM 1: BID SUBMISSION FORM

BID SUBMISSION FORM									
Bidder's full legal name									
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name								
	Title								
	Address								
	Telephone #								
	Fax #								
	Email								
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]									
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)									
Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For joint ventures, be sure to provide this information for each of the members of the joint venture.	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p> <table border="1"> <tr> <td>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</td> <td></td> </tr> <tr> <td>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td></td> </tr> <tr> <td>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</td> <td></td> </tr> <tr> <td>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</td> <td></td> </tr> </table>	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;		(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;		(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR		(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;									
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(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).									
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]									

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On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder:

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FORM 2: SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

Form 2 Substantiation of Technical Compliance Form		
<i>Article of Statement of Work that requires substantiation by the Bidder</i>	<i>Bidder Substantiation</i>	<i>Reference to additional Substantiating Materials included in Bid</i>
Appendix A - Mandatory Technical Requirements		
1. Appliance Based - The solution must be an appliance based and must have the following features and characteristics: a. Standard 19" Rack Mountable b. Security hardened Linux Operating System c. Hardware based Time stamps d. Time Synchronization using NTP, PTPv1, PTPv2, CDMA and GPS e. Hot swappable drives f. RAID drive partition		
2. Disk Storage Option and Rack Space - The appliances must be offered in the following storage options and rack space consumption: a. 1TB to 32TB in 3 Rack Units (RU) b. Storage Expansion Unit of 32TB min in 3 Rack Units (RU)		
3. Network Connectivity - The appliances must be offered in the following capture port density verse size and support the following network topologies: a. 1 RU - Minimum of 2 capture ports, 10/100/1000 MB Ethernet b. 1 RU - Minimum of 4 capture ports, 10/100/1000 MB Ethernet or 1Gbps Ethernet c. 3RU - Minimum of 2 capture ports, 10Gbps Ethernet with XFP interface d. 3RU - Minimum of 4 capture ports, 10Gbps Ethernet with XFP interface		
4. Canadian Common Criteria Accreditation - The appliance must be accredited by		

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Communication Security Establishment (CSE) with a Canadian Common Criteria Evaluation of EAL3+ or higher		
5. Enterprise Architecture - The system must be an enterprise, three-tier architecture for integrated real-time fault and performance management that utilizes technologies to deliver network performance analysis for application monitoring and troubleshooting, which streamlines visibility into the health of critical business services and SSC projects and Programs.		
6. Data Correlation - The system' architecture must be able to combine and correlate data from different kinds of physical and logical data sources to a central point and make it visible in a single view or graph for real time and/or historical reporting. All applications, topologies, features and configurations must be handled and integrated into a single platform. Multiple, simultaneous users must have access to the system using a web-based graphical interface to get statistics anywhere and anytime.		
7. Single Point of Configuration - The system must have an embedded database that provides a single point of configuration of the entire solution.		
8. Application Monitoring - The system must deliver detailed application-layer views of the entire enterprise network, providing business-relevant information.		
9. Network Monitoring - The system must be able to provide visibility into complex infrastructures such as switched networks, load-balanced configurations, redundant segments and virtual circuits, resulting in detailed information		

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to help fully understand traffic across the enterprise network.		
10. Troubleshooting - The system must facilitate rapid problem resolution through task- automation, sophisticated anomaly detection, and traffic recording. It must provide access to simultaneous views of applications, metrics, technologies and data sources to quickly determine what the problems are and why they are happening, thus significantly reducing mean time to repair. The system must have the ability to troubleshoot and diagnose network-related application performance issues from any location.		
11. Network Utilization - The system must deliver network utilization reporting at a glance by enabling segmentation of IT performance data based on flexible criteria, including subnets, VLANS, QOS, and locations.		
12. Enterprise Intelligence Analysis - The system must have a module which automatically analyzes the end to end service session of well known application such as voice and HTTP by correlating multi-hop transactions. The applications flow records must be available in real time and failure analysis must be done with nanosecond resolution.		
13. Drill-down Analysis Capabilities - The system must provide advanced drill-down analysis of network and application performance data.		
14. Customizable Consoles - The system must have customizable web-based consoles that can deliver 24x7 monitoring of networks and applications in near real-time.		
15. Reporting - The system must also have the ability to create an on-demand report from a customized workspace. These on-demand reports must		

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be able to be instantly formatted as a pdf, published for web-based dissemination, saved, emailed, or scheduled for regular delivery.		
16. Training and Knowledge Transfer Services - The system must include administrator training, knowledge transfer and hands-on assistance by qualified personnel supplied by the bidder.		
17. Enhanced performance retrospective analysis - The system family must have the capability to have up to fifteen terabytes of storage and capture data in order to monitor, measure, manage, and resolve high-impact intermittent network problems. It must be able to look back-in-time to examine network performance, observe traffic trends, isolate anomalies, perform deep packet analysis and generate summary reports.		
18. Data Granularity - The system must have the capability that provides 1-millisecond resolution with packet recording devices, 15-second, real-time views with 1-second peaks, and 1-minute historically logged data for all application, hosts, and conversation flows		
19. Early Warning - The system must leverage key performance indicators (KPIs) from multiple data sources to provide IT staff with in-depth analysis and a color-coded status of the health of critical application services to provide early warning of anomalous performance conditions. The system must identify problems rapidly, thus reducing mean time to resolution (MTTR) and increasing application availability by automating the process of detecting and diagnosing performance problems.		

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<p>The system must automatically learn and baseline the network' historical behavior patterns and compare them to current activity to identify performance anomalies without the manual configuration of setting thresholds.</p>		
<p>20. Capacity Planning - The system must supply quantifiable information needed to support capacity planning decisions and map them to business priorities.</p> <p>The system must provide the capability to see into the applications that consume valuable network resources, to analyze growth trends and usage patterns, so as to reschedule activities more effectively, reallocate traffic across segments, or even create usage policies.</p> <p>The system must be able to quickly identify trends in network growth and forecast when bandwidth will run out.</p>		
<p>21. Quality of Service: QoS - The system must be able to optimize delivery of converged and latency-intolerant applications within the appropriate QoS class, troubleshoot application degradations in real time, and manage and control the cost of WAN services with visibility into QoS classes and the applications within them.</p>		
<p>22. MPLS - The system must provide visibility through multiple WAN cloud technologies. For monitoring remote offices through an MPLS network, the system must provide a variety of monitoring configuration options:</p> <ul style="list-style-type: none"> - Identify each remote site with the associated subnet addresses for that office. - Name each remote site uniquely. - Assign the interface speed of the probe that is tapping the LAN side of the router to match 		

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the actual speed of the WAN trunk. · Set the virtual interface speed for each site to match the bandwidth for each channel.		
23. Management Views - The system must provide multiple management views of critical IT and business services from same source of data		
24. Utilization and Capacity Charts - The system must provide trend and baseline charts that monitor utilization and capacity usage.		
25. Modeling Capabilities by Subnet - The system must enable modeling of user groups or geographic locations, analysis of bandwidth and comparisons of application usage per subnet.		
26. Ability to View Traffic Flows and Patterns - The system must provide visibility into traffic flows and application server access patterns to help predict the impact of outages and allow network management to make strategic decisions on resource consolidation and reconfigurations.		
27. Standard or Customized Reporting - The system must be able to identify and isolate IT faults with an easy-to-use, out-of-the-box and/or customized reports to rapidly analyze and monitor business critical IT services. a. The system must be able to schedule customizable, web-based reports that can be disseminate to other users remotely via a web-based repository that contains sections and articles (categories and reports) that contain information relating to network performance. These categories should include at least the following: Executive Summary, Response Time, Capacity Planning and Predictive Analysis (Situations to Watch).		
28. Alarming and Event		

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<p>Identification - The system must have the capability to provide a virtual interface alarming on NetFlow, QoS, Site, DLCI, VLANs and PVCs, with alarms and thresholds for utilization, errors, response time and availability metrics. The system must provide alarm capability that provides burst alarms at millisecond resolution. The alarms must be capable of highlighting root cause by gathering top users and applications automatically at violation time. The system must provide the capability for rising, falling and time-over-threshold parameters, as well as auto-actions to trigger scripts, packets decode and SNMP traps. The system must be capable of providing user notification by email, visual indications in a viewing console and alert notification export.</p>		
<p>29. Analytics Alert Presentation - The system must have the capability to issue alerts automatically when anomalies are detected and present them with color codes, prioritizing the alerts by severity. The solution must include a version that displays alert details and charts, with the ability to exclude non-business hours and to disable or suppress alerts that are not considered necessary</p>		
<p>30. Automated Analytics - The system must have the capability to analyze and generate alerts for abnormal changes in:</p> <ul style="list-style-type: none"> · Link utilization for all probe physical and virtual interfaces · Application utilization, including changes in unknown traffic · TCP connect time for all probe physical and virtual interfaces · Key Performance Indicators (KPIs): Packet Loss, Slow Responsiveness, Timeouts, User Events and Server Events 		
<p>31. Distributed Monitoring: Physical and Virtual Network Views - The system must have</p>		

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the capability to support both physical and virtual network technologies to ensure a comprehensive view of the network as well as delivering response time measurements to detect application degradations. The system must support alarming and event identification, as noted above.		
32. Distributed Monitoring: Data Granularity - The system must have the capability to support 15-second, real-time views with 1-second peaks as well as 1 minute historically logged data for all application, hosts, and conversation flows.		
33. Third-Party Integrations - The system must have certified integration capabilities with the following technologies: <ul style="list-style-type: none"> · HP Network Node Manager · HP Business Availability Center · HP Operations Manager · IBM Netcool/OMNIBus · IBM Tivoli NetView · IBM Tivoli Enterprise Console Riverbed wide-area data services (WDS)		
34. Custom Applications – The system must have a central location to define custom application based on URLs, IP sockets, and TCP/UDP ports.		
35. Switch Port Analyzer (SPAN) and Test Access Point (TAP) Aggregator - The system must have the ability to aggregate multiple SPAN ports and TAP ports onto one port to maximize the investment of monitoring tools and provide the ability to monitor low volume links without consuming a dedicated monitoring tool ports. The SPAN and TAP aggregator must have the following features:		
a. Rack Mountable taking no more than 1RU rack space		
b. Modular Chassis that permits additional ports to be licensed or field installed to allow the flexibility to add		

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interfaced in the future. The port licenses must be "" on a per chassis basis to allow the user to enable any port as long as the aggregate port usage does not exceed the total license count. This allows the user to cable up all physical ports and "" the license to the desired port to resolve a particular network issue.		
c. Port Density - a single chassis must have a minimum of 24 ports that are each capable of supporting 1Gig and 10Gig depending on license entitlement.		
d. The interface type for all 24 ports must be via plug-and-play Small Form Factor (SFP) for 1 Gig speeds and SFP+ for 10Gig speeds. The system must support SX, LX and TX(copper) SFP types.		
e. The system must be a non-blocking architecture with a backbone capable of supporting up to 244Gbps throughput. The solution must include a 3rd party test report from an industry recognized independent test lab to validate this claim.		
f. All 1 Gig fiber ports must all be able to also support 10Gig interface speeds as well via a software license upgrade only. Hardware upgrades is not acceptable (with the exception of changing the interface optic from an SFP to an SFP+ in order to support 10Gig)		
g. Port Usage Flexibility - All of the ports must be configurable by the user via a drag and drop style GUI to be used as either a "" port (input from a SPAN or TAP) or a "" port		
h. All ports must allow an ANY-to-ANY, ANY-to MANY, MANY-to-ANY and MANY-to-MANY bi-directional traffic flow port configurations		
i. The system must allow port filtering to filter out traffic that doesn' need to be analyzed.		

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<p>The filters must be combinable using Boolean logic. The following filter criteria must be available:</p> <ul style="list-style-type: none"> i. MAC Source or Destination Address ii. VLAN ID iii. IP Source or Destination Address iv. TCP and UDP Port numbers v. ToS and DSCP 		
<p>j. The system must allow the users to store their Filter Templates in a common location so that they can be shared between multiple users to help eliminate the duplication of effort and can be applied on any port on a chassis or any chassis installed in the environment.</p>		
<p>k. The system must have a minimum of 4 ports that are capable of monitoring native WAN traffic and forward it to the various monitoring tools that don' natively support WAN protocols such as MPLS. The system must remove the additional MPLS labels from the packet stream and restoring the packet to a standard IPv4/6 packet.</p>		
<p>l. The system must provide advance load balancing capabilities across all 24 ports to provide the most flexibility. The system must allow the user to identify a pool or group of similar monitoring tools and if one or more of these tools from the group is taken off line unexpectedly, the system must automatically start forwarding all of the traffic to the remaining active tool ports to ensure uninterrupted monitoring.</p>		
<p>m. The system must have all the following management features:</p> <ul style="list-style-type: none"> i. SNMP v1, v2 and v3 support ii. TACACS+ support iii. Event Logging iv. Syslog 		
<p>36. In-line Test Access Port (TAP) for 10/100/1000Mbps Links- The system must allow a PWGSC network analyst to</p>		

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<p>physically tap , either temporarily or permanently, network links and send a copy of the traffic to the TAP aggregator (as described in #24) for re-distribution to various network tools. The in-line TAP must have the following functionality:</p> <ul style="list-style-type: none"> a. one copper Network link to be taped in-line (full duplex) b. two copper Monitor ports that replicates the traffic to each port (transmit and receive aggregated) c. Interface type of RJ45 d. Supports 10/100/1000Mbps Ethernet Speeds e. SNMP Management f. minimum of 1 Giga-byte of buffer memory for traffic spikes g. Web based managements interface h. counters for Total Packet, total bytes and CRC errors 		
<p>37. In-line Test Access Port (TAP) for 1Gbps Links- The system must allow a PWGSC network analyst to physically tap , either temporarily or permanently, network links and send a copy of the traffic to the TAP aggregator (as described in #24) for re-distribution to various network tools. The in-line TAP must have the following functionality:</p> <ul style="list-style-type: none"> a. one multi-mode fiber Network link to be taped in-line (full duplex) with LC connectors b. two Monitor ports with SFP interfaces that replicates the traffic to each port (transmit and receive aggregated) c. Supports 1Gbps Ethernet Speeds d. SNMP Management e. minimum of 1 Giga-byte of buffer memory for traffic spikes f. Web based management interface g. counters for Total Packet, total bytes and CRC errors 		
<p>38. Passive In-line Test Access Port (TAP) for 10Gbps Links- The system must allow a PWGSC network analyst to</p>		

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<p>physically tap , either temporarily or permanently, network links and send a copy of the traffic to the TAP aggregator (as described in #24) for re-distribution to various network tools. The in-line TAP must have the following functionality:</p> <ul style="list-style-type: none"> a. one multi-mode fiber Network link to be taped in-line (full duplex) with LC connectors b. one multi-mode Monitor port with LC connectors for separate RX and TX fibers (A and B outputs) c. Supports 10Gbps Ethernet Speeds d. Power Split ratio of 60:40 e. passive tap, not requiring AC or DC power 		
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FORM 3: OFF-THE-SHELF AND OEM CERTIFICATION FORM

Form 3A
Off-the-Shelf Certification Form

This confirms that all the equipment listed in our Bid are "Off-the-Shelf".

Date signed _____

Solicitation Number **W8474-125911/A**

Name of Bidder _____

Form 3B
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 **W8474-125911/A**

Name of Bidder _____

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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FORM 4:SOFTWARE PUBLISHER CERTIFICATION & AUTHORIZATION FORM

Form 4A

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 4B

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 **W8474-125911/A**

Name of Bidder _____

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FORM 5: SET-ASIDE PROGRAM FOR ABORIGINAL INFORMATION AND CERTIFICATION FORM

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Bidder:
 - (i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - (ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - (i) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - (ii) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - (i) The Aboriginal business has fewer than six full-time employees.

OR

 - (ii) The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

I _____, am an owner and/or full-time employee of _____,
 (NAME) (NAME OF BUSINESS)

Signature

Date

Solicitation No. - N° de l'invitation W8474-125911/A	Amd. No. - N° de la modif. 017eoW8474-125911	Buyer ID - Id de l'acheteur 017eo
Client Ref. No. - N° de réf. du client W8474-125911	File No. - N° du dossier 017eoW8474-125911	CCC No./N° CCC - FMS No./N° VME

FORM 6 - CANADIAN CONTENT CERTIFICATION

Form 6 Canadian Content Certification	
As described in the solicitation, bids with at least 80% Canadian content are being given a preference. For the definition of Canadian goods and services, consult the PW GSC SACC clause A3050T.	
On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :	
At least 80 percent of the total bid price consists of Canadian goods and services (as defined in the solicitation)	<input type="checkbox"/>
Less than 80 percent of the total bid price consists of Canadian goods and services (as defined in the solicitation)	<input type="checkbox"/>
Name of the Authorized Representative of Bidder: _____	
Signature of the Authorized Representative of Bidder: _____	
Solicitation Number:	W8474-125911/A