

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

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 NETWORKING EQUIPMENT	
Solicitation No. - N° de l'invitation W0103-13K108/A	Date 2013-02-12
Client Reference No. - N° de référence du client W0103-13K108	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-222-6183	
File No. - N° de dossier VIC-2-35299 (222)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-28	Time Zone Fuseau horaire Pacific Standard Time PST
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: Campbell, Deborah	Buyer Id - Id de l'acheteur vic222
Telephone No. - N° de téléphone (250) 363-3612 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT BLDG 66 COLWOOD STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 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
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

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PART 1 - GENERAL INFORMATION

1. **Security Requirement:** There is no security requirement associated with the requirement.
2. **Requirement:** The requirement is detailed under Annex A of the resulting contract clauses.
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 Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

B1000T 2007-11-30 Condition of Material

B3000T 2006-06-16 Equivalent Products

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 five (5) 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: Technical Bid (2 hard copies)
 Section II: Financial Bid (1 hard copy)
 Section III: Certifications (1 hard copy)

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

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

Section III: 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) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. 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 less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria: The product being offered must meet the following mandatory technical requirements:

ITEM	MANDATORY SPECIFICATION	MET	NOT MET
1	Single box "all in one" integrated "Visualize, Control and Accelerate" solution capable of being integrated in current NAVIS architecture as a "transparent bridge". i.e. no configuration changes needed to current WAN accelerators, need to change ports and/protocols on routers/switches/firewalls.		
2	"Fail to wire" unit in powered off, automatically switches to "by pass" of all traffic without reconfiguration or input by operator, to prevents network information flow interruption due to a failure of the device.		
3	Rich Graphical User Interface (GUI) that is easily understood and utilized by personnel with little IT expertise or background. The solution required is targeted at non-technical Shipboard users and operators. This user group has minimal IT background, but must be able to quickly interpret the information being provided by the solution in order to meet the Ship's dynamic mission. This means leveraging modern dynamic graphic engines and context sensitive "help buttons".		
4	Full Visibility and Control (ability to re-prioritize, deny, allow traffic based on application and current policies in place) of all data transitting the unit to OSI Layer 7 by remote access using Microsoft Internet Explorer v 7.0 anywhere on the DWAN network, without the requirement for the installation of additional software or hardware. Must have the ability to Automatically Identify, Visualize, Prioritize and Report all applications and Wide Area Network (WAN) traffic being used by a specific end user. Bandwidth between the ship and shore is very limited. Must be able to prioritize the Commanding Officer accessing the redcross.org page from any workstation in the ship while supporting a tsunami rescue over the request from a regular sailor just wanting to take a look at what is happening on the redcross.org website.		
5	Automatic identification, visualization and control of application based on heuristic signatures in addition to traditional port/transport protocol.		
6	<p>i) Automatic Generation of an Executive Level Dashboard with "full drill down" capability, including:</p> <p>a. Graphical and Emperical Representation of Total Inbound and Outbound traffic sorted by Application Group, Application, Host IP address, and Active Directory User Name or User Group.</p> <p>b. Graphical and Emperical Representation of Total Inbound and Outbound traffic passed through the device over a specific time period.</p> <p>c. Graphical and Emperical Representation of amount of traffic being reprioritized.</p> <p>d. Graphical and Emperical Representation of amout of traffic being accelerated.</p> <p>ii. Ability to generate reports to pdf and csv, both on demand and scheduled.</p> <p>a. Ability to automatically email reports to end user.</p>		

	<p>b. Ability to easily create and modify reporting parameters.</p> <p>iii. Ability to set, monitor and report service levels for specific application performance to meet Service Level Agreements (SLA).</p> <p>iv. Real Time application flow monitoring. Unit will display both inbound and outbound traffic sorted by policy to show: External IP, Internal IP and User Name, Application Name, Transfer Rate, Packet Rate and Number of Flows.</p>		
7	Ability to integrate with Microsoft Active Directory in order to: optimize, control and report based on user, role, group, location,application, time and service level agreement (SLA) policies		
8	Dynamic Bandwidth Application - ability to automatically and dynamically allocate bandwidth to meet operational requirements while restricting it to low-priority or recreational traffic.		
9	Ability to sort, visualize and control traffic into different "virtual circuits" in order to visualize and give different bandwidths and prioritization policies to each "virtual circuit". Each ship may have a different size of WAN link between the ship and shore. Each ship may have different priorities for information going to/from their ship in support of different missions. Only by sorting the overall shore "WAN" link into individuallly dynamic virtual circuits, to properly meet changing Information Exchange Requirements.		

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria

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 evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract.

Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that

Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional 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.

2.1 Federal Contractors Program - Certification - Federal Contractors Program - 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: _____.

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

2.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

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.

2.3 SACC Manual Clause

A3050T (2010-01-11) Canadian Content Definition

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 "Requirement" 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 Manual

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

3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4003 2010-08-16 Licensed Software, apply to and form part of the Contract

4004 2010-08-16 Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

4. Term of Contract

4.1 **Delivery Date:** All the deliverables must be received on or before 28 March 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Deborah Campbell
 Title: Supply Team Leader
 Telephone: (250) 363-3612
 Facsimile: (250) 363-0395
 E-mail address: deborah.campbell@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.

5.2 Technical Authority (To be filled in at contract award)

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Telephone: _____ - _____ - _____
 Facsimile: _____ - _____ - _____
 E-mail: _____.

The Technical Authority named above 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 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

Name: _____
 Title: _____
 Telephone: _____ - _____ - _____
 Facsimile: _____ - _____ - _____
 E-mail: _____.

6. Payment

6.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex A for a cost of \$ _____ insert the amount at contract award). 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

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.

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2.Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications**8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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 supplemental general conditions 4003 2010-08-16 Licensed Software;
- (c) the general conditions 2010A (2012-11-19), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement and Basis of Payment;
- (e) the Contractor's bid dated _____.

11. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Department of National Defence (2 locations) - Victoria, B.C. and Halifax, Nova Scotia Incoterms 2000 for shipments from a commercial contractor.

12. Inspection and Acceptance

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

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ANNEX "A"
REQUIREMENT AND BASIS OF PAYMENT

ITEM	DESCRIPTION	U OF I	QTY	FIRM ALL INCLUSIVE UNIT PRICE	EXTENSION
1	Exinda 6760 appliance including Visibility and Control up to 100Mbps. P/N EA-6760-100 Mfr. Exinda or equivalent	EA	2	\$	\$
2	EX-6760-100 - 36 month Premium Maintenance. P/N EX-6760-100-PM3 Mfr. Exinda or equivalent	EA	2	\$	\$
3	Copper Ethernet 2-port 1 Gbps bypass for 4061, 6060, 8060, and 10060. P/N EX-NEM60-G2BP Mfr. Exinda or equivalent.	EA	2	\$	\$
Sub-Total					\$
GST/HST (if applicable)					\$
Total					\$

ANNEX B
DELIVERY LOCATIONS

Quantity of one (1) each for items one (1), two (2) and three (3) to be shipped to both locations listed below.

Department of National Defence
CFB Halifax
Maritime Forces Atlantic
IT Inventory (N643), HMC Dockyard
2601 Barrington Street, Bldg D40, Door 6
Halifax, Nova Scotia
B3K 5X5
ATTN: To be filled in at contract award.

Department of National Defence
CFB Esquimalt
Bldg 211, Dockyard
P.O. Box 17000 Station Forces
Victoria, B.C.
V9A 7N2
ATTN: To be filled in at contract award