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Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Data Centre Services/Services des centres de
traitement de données

5C2, Place du Portage, Phase III

11 Laurier Street

Gatineau

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K1A 0S5

Title - Sujet RCMP Multimedia Network Convergence	
Solicitation No. - N° de l'invitation M9010-091080/C	Date 2012-05-11
Client Reference No. - N° de référence du client M9010-091080	Amendment No. - N° modif. 014
File No. - N° de dossier 003tss.M9010-091080	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$TSS-003-23889	
Date of Original Request for Standing Offer 2012-03-09	
Date de la demande de l'offre à commandes originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-15	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Address Enquiries to: - Adresser toutes questions à: Beaton(tss div), Michelle	Buyer Id - Id de l'acheteur 003tss
Telephone No. - N° de téléphone (819) 956-5847 ()	FAX No. - N° de FAX (819) 956-3703
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

THIS SOLICITATION AMENDMENT IS ISSUED TO:

Provide a notice of commencement of question period 3, a clarification to the RFSO, amend the term of the Standing Offer, extend the solicitation closing date and publish Canada's Responses to Offeror's questions.

NOTE: Offerors' clarification questions are numerically sequenced upon arrival at PWGSC. A question and its answer will be provided via MERX in accordance with article 2.3 Enquiries. Potential Offerors are hereby advised that questions and answers for this solicitation may be issued via MERX out of sequence.

NOTICE TO OFFERORS:

In accordance with RFSO article 2.3 - Enquiries, Period 2 - Supplementary Question Period April 12th 2012, as last amended.

Canada hereby confirms that responses to bidders' questions as submitted during this Period 2 have now been posted on MERX and are available in amendments #001 to #014, and associated attachments. Therefore, Offerors are hereby notified that in accordance with RFSO article 2.3 Enquiries, Period 3 Final Supplementary Question Period will conclude on May 13, 2012 at 14:00 EDT.

Offeror's are reminded that as per article 2.3 - Enquiries, Question Period 3 is for "raising issue(s) to Canada's supplementary responses only".

CLARIFICATION

The RFSO allows consideration for the offeror to price and replace the legacy components identified in Pricing Table 1 with a full substitution provided that it demonstrates full equivalent functionalities to the equipment listed.

For example, if the RCMP is seeking Cisco component A or equivalent. The requirement is for the Offeror to provide pricing for Cisco component A or an equivalent product which provides the same demonstrated functionalities as Cisco component A. In order to provide an equivalent product, the offeror can submit a product that is a one-for-one equivalent to component A or, a product that consists of multiple components that together are equivalent to component A and can be incorporate into the existing RCMP infrastructure in order to provide the functionalities of component A.

AMENDMENT & EXTENSION

Canada hereby amends the RFSO to remove the option periods along with the associated price revision clauses. Canada simultaneously extends the solicitation closing date from May 15, 2012 at 14:00 (EDT) to May 23, 2012 at 14:00 (EDT) to allow Offerors to prepare their offers accordingly.

NOTE: Amendment 015 containing the revisions on the NPP and Page 1 of the Solicitation will be reflected on MERX effective 14 May 2012.

<p>Offeror's Question 43</p>	<p>In reference to Canada's response to question 17</p> <p>With respect to Canada's answer to Question 17, we feel that our question may have been misinterpreted to be very similar in nature to Question 14. Put simply, this RFSO is currently set up to receive nothing but Cisco-authorized proposals, based on the premise that RCMP's current investment is so proprietary that competing OEM's should be severely disadvantaged, if not completely disqualified. Our contention is that the useful lifecycle of the current network infrastructure has all but run its course, and yet RCMP seeks to expand it scope to include new features. This network was not designed to provide the additional services outlined under the technical requirements of the 8 equipment categories in the scale or geography that is being requested, and the lifecycle announcements combined with the extra horsepower required to service these new requirements will require the complete rip and replace of the entire data network to achieve this goal.</p> <p>This is much more than "evergreening" in any traditional sense.</p> <p>Furthermore, bidders are obliged to heed the warnings of article 7.21 Equivalency of Equipment, which states that Products to be delivered must be "fully compatible, interchangeable and interoperable with the existing equipment and software", and goes on to state that "The Offeror also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the Products". The only manufacturer that can legally provide warrantable and interchangeable software for the existing equipment is Cisco.</p> <p>Although Article 7.20 of the Resulting Contract Clauses allows for Product Substitutions & Alternatives (after contract award), bidders are bound by Annex A, Article 4.1.1 - Interoperability, which states that "Components must work with existing equipment", which we interpret to mean that a license or module (component) inserted into an existing</p>
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	<p>Cisco router (equipment) must "without any modification ... have full and complete interoperability with the RCMP's existing devices". The RCMP's existing equipment is identified (in the original question 17) as obsolete and new Cisco components (licenses and modules) will not function in the existing equipment (see question 19 and 26, with their supplemental questions for examples). New equipment must therefore be ordered to replace the existing MCS equipment (as well as Cisco ISR's model 1800, 2800, and 3800), which amounts to a forklift upgrade. Since a complete rip and replace is required during the life of this contract, is this not the best possible time to evaluate and compare competitive offerings?</p> <p>In the Notice to Offerors (dated 2011-11-16) on solicitation number M9010-091080/A, Amendment 29, PWGSC stated that the independent review of the RFSO performed by ADGA was intended to remedy the appearance of a conflict of interest for two specifically named parties (Dalian and/or Bell Canada). These parties are not Original Equipment Manufacturers but resellers, and our understanding was that their mandate was to independently review the RFSO to ensure that these resellers did not have an advantage. Canada's response to question 17 would seem to indicate that the preferential or prejudicial treatment of Original Equipment Manufacturers was also evaluated by ADGA. Is this the case? Was the ADGA evaluation fairly competed on MERX? Will Canada release the initial request for ADGA's services and the complete results of their independent review?</p>
Canada's Response to Question 43	Canada has carefully reviewed and understands your question. Canada's response to question 17 remains the same and the requirement will remain unchanged.
Offeror's Question 44	<p>In reference to Canada's response to question 19</p> <p>With respect to Canada's answer to Question 19, we feel that our question may have been misinterpreted to seem quite similar in nature to Questions 14 and 17. Our enquiry is unrelated to Article 7.20, the spirit of which is intended to address unforeseeable product changes during the life of the contract - not prior to contract award. It is understood that RCMP cannot be expected to be aware of future product replacements when lifecycle announcements have not yet been made, and that it would be cost-prohibitive to re-issue a solicitation of this scope in the event that products become superseded, especially when viable replacements are available. What is unclear is why RCMP would knowingly produce a specification with the very real possibility that no OEM can meet it. Not even Cisco.</p>

	<p>The four components listed are by no means exhaustive, and yet very prescient since our understanding is that NME and AIM modules will not interoperate with Cisco's current 1900, 2900 and 3900 series ISR's.</p> <p>Article 4.4.3 states that "The components provided for the existing environment must be the same as or equivalent to the components listed in Annex B Appendix A Table 1."</p> <p>If the test for equivalency outlined under Article 7.21 (fully compatible, interchangeable and interoperable with the existing equipment and software owned by Canada, to the extent that equipment and software are described in the Standing Offer) is applied, the AIM and NME Components will not work in the current 1900, 2900, and 3900 ISR's, and the newer modules will not work in the RCMP's older fleet of 1800, 2800, and 3800 ISR's (all of which have lifecycle announcements showing that Cisco will end their routine failure analysis in October of this year).</p> <p>This scenario seems to be somewhat of a Catch-22. Offerers are simultaneously mandated to:</p> <ul style="list-style-type: none"> - provide new Components which are interchangeable and interoperable with existing routers, - provide new Products which are interchangeable and interoperable with existing Components, and - yet the new Products don't support the old Components, and the old Products don't support the new Components. <p>To address this dilemma, will the RCMP provide a coherent, updated list of orderable components based on current Cisco component ID's, or remove Table 1 in its entirety, and all RFSO references to existing infrastructure interchangeability?</p> <p>According to answer 17, this practice meets the RCMP's evergreening objectives. What is the RCMP policy on Evergreening technology?</p> <p>The security ramifications of Question 19b were not addressed. The list of 104 Cisco items identified in ""Table 1 Part 1 Components"" consists mainly of proprietary router modules, licenses and software that will reach end of routine failure analysis in October of this year. How long will these vulnerable devices be in Canada's National Police Network? What is the plan to mitigate the security risks, will the offeror be held liable, and has that mitigation cost been loaded into the TCO evaluation equation? Would Canada please respond separately to this portion of the question?</p>
Canada's	<p>Canada has carefully reviewed and understands your question. Please see solicitation amendment 12 and the associated refresh of Table 1, all</p>

Response to Question 44	other aspects of Canada's response to question 19 remain the same and the requirement will remain unchanged.
Offeror's 45 Question	<p>In reference to Canada's response to question 20</p> <p>In the spirit of open and fair use of public funds, please provide the reports where alternative options were considered, and their resulting TCO metrics.</p> <p>As outlined in previous questions and responses (14 and 17) any contract award based on the specifications of this RFSO will result in a Cisco infrastructure for virtually all of the RCMP's communication needs. This single vendor situation will endure for more than the life of the contract, but for the foreseeable future. This RFSO does not simply bridge the immediate operational requirements presented by an upcoming legacy contract expiry, but expands and legitimizes the Cisco footprint into new product categories, and serves to block all of Cisco's competitors from providing their products or services in support of a \$1.3 Billion technology refresh over the next 3-6 years.</p> <p>The technical requirements of this RFSO are predicated upon the idea that RCMP's existing network is so proprietary they need to stack the odds against anyone other than the incumbent manufacturer. The basis of question 20 was that there were many competing options the RCMP has identified as incompatible with their current network infrastructure. Since over 90% of the current RCMP voice network across the country is based on a single manufacturer, and that single manufacturer also represents 50% of the installed Ethernet ports, how could the following statement be true: "These networks historically used technologies that were not interoperable and RCMP network integration opportunities' were limited."</p> <p>If the current 10% VoIP adoption rate (existing solely in the National Capital Region) is proprietary enough to justify this RFSO, how much harder will it be for the RCMP to disentangle themselves from a single vendor approach for 7 new streams across the country when all users and services are migrated onto this network? Establishing another method of supply for the same or similar needs at a later date is highly unlikely, given the costs of going to tender. And as competitive options evaporate, how likely is Canada to receive best-of-breed technology or preferential pricing when there is only one manufacturer?</p> <p>Does this RFSO not have a high potential to do much more than bridge a legacy contract? Does it not set the stage for decades of higher communications costs and ensure that only one manufacturer can provide the RCMP with equipment and services at the very start of the new Shared Services Canada era?</p>

Canada's Response to Question 45	Canada has carefully reviewed and understands your question. Canada's responses to question 20 remains the same and the requirement will remain unchanged
Offeror's Question 46	<p>In reference to Canada's response to question 22</p> <p>In the spirit of open and fair use of public funds, please provide the reports where alternative options were considered, and their resulting TCO metrics.</p> <p>As outlined in previous questions and responses (14 and 17) any contract award based on the specifications of this RFSO will result in a Cisco infrastructure for virtually all of the RCMP's communication needs for more than the life of the contract, but for the foreseeable future. This RFSO does not simply bridge the immediate operational requirements presented by an upcoming legacy contract expiry, but expands and legitimizes the Cisco footprint into new product categories, and serves to block all of Cisco's competitors from providing their products or services in support of a \$1.3 Billion technology refresh over the next 3-6 years. The technical requirements of this RFSO are predicated upon the idea that RCMP's existing network is so proprietary they need to stack the odds against anyone other than the incumbent manufacturer. The basis of our question 20 was that there were many competing options the RCMP has identified as incompatible with their current network infrastructure. Since over 90% of the current RCMP voice network across the country is based on a single manufacturer, and that single manufacturer also represents 50% of the installed Ethernet ports, how could the following statement be true: "These networks historically used technologies that were not interoperable and RCMP network integration opportunities' were limited."</p> <p>If the current 10% VoIP adoption rate in a 25 km range is proprietary enough to justify this RFSO, how much harder will it be for the RCMP to disentangle themselves from a single vendor approach for 7 new streams across the country when all users and services are migrated onto this network? Establishing another method of supply for the same or similar needs at a later date is highly unlikely, given the costs of going to tender. And as competitive options evaporate, how likely is Canada to receive best-of-breed technology or preferential pricing when there is only one manufacturer?</p> <p>Does this RFSO not have a high potential to do much more than bridge a legacy contract? Does it not set the stage for decades of higher communications costs and ensure that only one manufacturer can provide the RCMP with equipment and services at the very start of the new Shared Services Canada era?</p>

Canada's Response to Question 46	Canada has carefully reviewed and understands your question. Canada's responses to question 22 remains the same and the requirement will remain unchanged.
Offeror's Question 47	<p>In reference to Canada's response to question 23</p> <p>With all due respect, Canada's answer to questions 14 and 17 do not address the nature of the question.</p> <p>Working with Article 4.4.3 and Article 7.21, the RCMP RFSO effectively states that:</p> <ul style="list-style-type: none"> - offerors must provide Cisco components (since NO EQUIVALENT INTERCHANGEABLE COMPONENTS EXIST, this is the only option!) - offerors must provide OEM Certification Forms, at least one of which will be signed by Cisco. <p>Is it Canada's contention that OEM's other than Cisco can fairly compete for this business, given the current playing field?</p> <p>Does Canada submit that Cisco should sign a form ensuring their competitor has a fair shot at unseating their incumbency on a \$1.3B sale? Carrying that hypothetical example further, if Cisco signed the OEM certification form on behalf of a partner who intended to bid competing products in all categories other than Table 1 and Cisco lost the business as a result, what does Canada think the reaction of Cisco's share-holders would be?</p> <p>Secondly, the statement that "other sourcing strategies might be possible, Canada considered that the volume of products and support required for this project was such that a separate bid solicitation would provide better value to the Crown" does not hold up to reasonable scrutiny, given that only Cisco can win this RFSO. By contrast, the NESS contract consists of multiple product categories, each with several manufacturers. Its establishment in this manner was to ensure competitive pricing across individual categories. If compliant bidders can only offer a Cisco response, how does Canada ensure a competitive price on the Components?</p> <p>Is Canada aware that this procurement practice forces vendor partners to compete at an unnaturally high level, discourages manufacturer innovation, and eventually erodes jobs in the marketplace as vendor partners lose the margins they need to provide the services Canada requires?</p>
Canada's Response to Question 47	Canada has carefully reviewed and understands your question. Canada's responses to question 23 remains the same and the requirement will remain unchanged.

<p>Offeror's Question 49</p>	<p>In reference to Canada's response to question 27</p> <p>With respect to previous bid solicitations, we are well aware of MERX. The trouble is: without additional information on those four solicitations, they will be impossible to locate. Contrary to your statement, this RFSO does not stand on its own - it makes continuous reference to its existing architecture. How was this existing architecture procured? Was it fairly competed on open technical and financial merit? Was it given to the RCMP as demonstration equipment for use in a lab environment? Was it a gift? Was training or implementation services provided free of charge so that this RFSO's specification could be designed with the interchangeability clauses and mandatory Cisco parts lists we see herein?</p> <p>The fact of the matter is: this RFSO is selectively using the RCMP's current Cisco infrastructure as a means to restrict competition for \$1.3B of communications equipment and services. Every section, from the technical specifications, to the financials, to the references - all require Cisco for compliancy. Upon award, it will undoubtedly be touted as a "fair and competitive procurement process", and could serve as the precedent for future contracts in other departments, or to extend the life of the network this RFSO intends to build (at the end of the 6 years, with every egg now in a Cisco basket, does the RCMP see themselves having an easier path to a fair and open procurement?).</p> <p>In order to ensure a fair, competitive process, we must know how the RCMP came to have, for example, 10,000 licenses for VoIP when there is no current federal procurement vehicle for VoIP.</p> <p>The statement that "Canada considers that the highest level of interoperability is achieved when offerors use a single OEM's products" is a slap to the integrity of an industry built on open standards. An example of how this sole source strategy is already affecting the RCMP environment can be found in Question 26, whereby 537 new routers will need to be ordered to add wireless functionality that was available from this "single OEM's products" just few months ago. At a cost of over \$500,000, the RCMP can have their new feature that could have been had for 90% less if it didn't have to be built into a Cisco router. If a single OEM strategy can trigger the purchase of 537 new Access Routers with the removal of a single software stream for wireless LAN, how will adding Video Conferencing, Voice over IP, Radio over IP, Video Monitoring, Voice-mail and Contact Center affect single vendor interoperability, especially when (according to the RCMP RFSO Specifications) the vast majority of these features must co-exist within the same platform?</p>
<p>Canada's</p>	<p>Canada has carefully reviewed and understands your question.</p>

Response to Question 49	Canada's responses to question 27 remains the same and the requirement will remain unchanged.
Offeror's Question 50	<p>In reference to Canada's response to question 29</p> <p>The offeror is perplexed by Canada's response to Question 29, and has the following questions:</p> <p>A) Is it Canada's intention to procure any of the items listed in Table 1?</p> <p>B) If 10,500 VoIP survivability licenses are allowed to be acquired through a Component table that does not have to meet the technical requirements of the RFSO, to what technical standards of merit are these products being held?</p> <p>C) As the Country's National Police Service, the RCMP is responsible for safeguarding the lives of Canadians. Since the restoration time requirement (2-5 minutes) remains unchanged, and interoperable technology exists whereby sub-second failover can easily be achieved (over the existing network infrastructure), are Canadians to understand that their lives are less important than a single vendor philosophy?</p> <p>D) Is the RCMP aware that better redundancy and resiliency is inherent in the Avaya CS-1000 systems within their infrastructure today, that this RFSO seeks to replace?</p>
Canada's Response to Question 50	<p>Canada has carefully reviewed and understands your question.</p> <p>Canada's response to question 29 remains the same and the requirement will remain unchanged.</p>

DELETE RFSO article 7.4 b) in its ENTIRETY

DELETE RFSO article 7.17 d) in its ENTIRETY

At RFSO article 1.2 Summary, DELETE "If a Standing Offer is issued, it will be for a period of three years from Canada's date of authorization, with the option for Canada to extend for three additional one-year periods." AND REPLACE WITH "If a Standing Offer is issued, it will be for a period of three years from Canada's date of authorization."

**ALL OTHER TERMS AND CONDITIONS OF THIS SOLICITATION
REMAIN UNCHANGED.**

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Following is a summary of Attachments/Amendments issued to date to this solicitation:

Document Tracking	Distribution	Date	Description
Amendment No. 001	MERX	14 March 2012	Canada's Response to Question 2
Amendment No. 002	MERX	16 March 2012	Canada's Response to Questions 1,3,4,6,7 and 8
Amendment No. 003	MERX	16 March 2012	Amendment to confirm the extension to the solicitation closing date on the NPP and coverage page of this solicitation
Amendment No. 004	MERX	19 March 2012	Notice of Enquiries Period 1 closing
Amendment No. 005	MERX	27 March 2012	Extend the solicitation closing date
Amendment No. 006	MERX	27 March 2012	Extend the solicitation closing date and Canada's Response to Questions 5,12,13,16,38,39 and 40
Amendment No. 007	MERX	2 April 2012	Canada's Response to Questions 24 and 37
Amendment No. 008	MERX	5 April 2012	Extension of the closing date and Canada's Response to Questions 9,10,11,25,28,30,31,32,33,34,35 and 36
Amendment No. 009	MERX	10 April 2012	Commencement of Question Period 2 & Canada's Responses to Questions 14,15,17,18,19, 20,21,22,23,26,27, 29, 41 and 42.
Amendment No. 010	MERX	13 April 2012	Extend the solicitation closing date
Amendment No. 011	MERX	18 April 2012	Extend the solicitation closing date
Amendment No. 012	MERX	27 April 2012	Extension of the closing date and Canada's Response to Questions 48,51,52,53,54,55 and 56
Amendment No. 013	MERX	1 May 2012	Extension of the closing date and Canada's Response to Question 57

Solicitation No. - N° de l'invitation

M9010-091080/C

Client Ref. No. - N° de réf. du client

M9010-091080

Amd. No. - N° de la modif.

014

File No. - N° du dossier

003tssM9010-091080

Buyer ID - Id de l'acheteur

003tss

CCC No./N° CCC - FMS No/ N° VME

Document Tracking	Distribution	Date	Description
Amendment No. 014	MERX	Current Document	Provide notice of commencement of question period 3, clarification to the RFSO, amend the term of the Standing Offer, extend the solicitation closing date, and publish Canada's Responses to Offeror's questions 43,44,45,46,47,49 and 50