

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving**  
**PWGSC**  
**33 City Centre Drive**  
**Suite 480**  
**Mississauga**  
**Ontario**  
**L5B 2N5**  
**Bid Fax: (905) 615-2095**

**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**

<b>Title - Sujet</b> Computers	
<b>Solicitation No. - N° de l'invitation</b> K3D33-121269/A	<b>Date</b> 2012-12-13
<b>Client Reference No. - N° de référence du client</b> K3D33-121269	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-219-6122	
<b>File No. - N° de dossier</b> TOR-2-35226 (219)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Van Allen, Shelly	<b>Buyer Id - Id de l'acheteur</b> tor219
<b>Telephone No. - N° de téléphone</b> (905) 615-2077 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Insurance
13. Hardware Maintenance and Software

### List of Annexes:

- |         |                  |
|---------|------------------|
| Annex A | Requirement      |
| Annex B | Basis of Payment |

Solicitation No. - N° de l'invitation

K3D33-121269/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor219

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

K3D33-121269

File No. - N° du dossier

TOR-2-35226

CCC No./N° CCC - FMS No/ N° VME

---

Annex C	Insurance Requirements
Annex D	Evaluation Criteria
Annex E	Certification Forms

## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The requirement is detailed under Article 2 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.

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

Delete: sixty (60) days

Insert: 90 days

### 2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 Ontario.

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 ( 3 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**

- a) 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.
- b) **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) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

*As detailed at Annex D, Evaluation Criteria*

##### **1.1.2 Point Rated Technical Criteria**

*As detailed at Annex D, Evaluation Criteria*

##### **1.1.3 Proof of Performance Test (POP)**

*As detailed at Annex D, Evaluation Criteria*

## 1.2 Financial Evaluation

- 1.2.1 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
- 1.2.2 The price used in the evaluation of bids will be the sum of all items at Annex B.

## 2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory criteria;
  - c) obtain the required minimum of 200 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 400 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40% for the technical merit and 60% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection is determined by a 40/60 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Table: Basis of Selection - Highest Combined Rating Technical Merit (40%) and Price (60%)**

	<b>Bidder 1</b>	<b>Bidder 3</b>	<b>Bidder 3</b>
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations:			
Technical Merit Score	$115/135 \times 40 = 34.07$	$89/135 \times 40 = 26.37$	$92/135 \times 40 = 27.26$
Pricing Score	$45/55 \times 60 = 49.09$	$45/50 \times 60 = 54.00$	$45/45 \times 60 = 60.00$
Combined Rating	83.16	80.37	87.26
Overall Rating	2nd	3rd	1st

## 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 - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, 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, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must

fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

## 2.2 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 at Annex E, Form 1. 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.

## 2.3 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 at Annex E, Form 2. 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, 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 at Annex E, Form 3 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.

### 3. Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the goods in accordance with 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

The following Supplemental General Conditions apply to and form part of the Contract.

4001 (2010-08-16), Hardware Purchase, Lease and Maintenance

4003 (2010-08-16), Licensed Software

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

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is 6 years from \_\_\_\_\_ to \_\_\_\_\_ *(to be provided at contract award)*.

### 4.2 Delivery Date

The delivery schedule required is detailed at Annex B.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Shelly Van Allen  
Public Works and Government Services Canada  
Acquisitions Branch  
Ontario Region  
33 City Centre Drive, Suite 480,  
Mississauga, Ontario L5B 2N5  
Telephone: 905-615-2077  
Facsimile: 905-615-2060  
E-mail address: shelly.vanallen@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 5.2 Project Authority

The Project Authority for the Contract is:

*(to be provided at the time of contract award)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 5.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B, 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

C6000C (2011-05-16), Limitation of Price

### 6.3 SACC Manual Clause

H1001C (2008-05-12), Multiple 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.

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

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

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ *(to be inserted at the time of contract award)*.

## 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, 4001 (2010-08-16), Hardware Purchase, Lease and Maintenance;  
the supplemental general conditions, 4003 (2010-08-16), Licensed Software; and  
the supplemental general conditions, 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2010A (2012-11-19), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements; and
- (g) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*

## 11. SACC Manual Clauses

B7500C (2006-06-16), Excess goods  
B1501C (2006-06-16), Electrical Equipment

## 12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 13. Hardware Maintenance and Software

### (a) Hardware

With respect to the provisions of supplemental General Conditions 4001:

Condition of Hardware	New and unused
Parts Supplied as part of Hardware Maintenance Service	Parts used to provide Hardware Maintenance Service may be refurbished parts, as long as they are certified equal quality to new equipment
Minimum Availability Level for Hardware	Minimum availability level of 99.5% is required as defined by the Operational Use Time / (Operational Use Time + Downtime) x 100%
Hardware Warranty Period	1 year from final acceptance
Toll-free Telephone Number and Website for Maintenance Service	Bidder to provide telephone No. for Maintenance Service

**(b) Licensed Software**

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:  Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription).
Type of License being Granted	Device License
Media on which Licensed Software must be delivered	CD or DVD ROM



Solicitation No. - N° de l'invitation

K3D33-121269/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor219

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

K3D33-121269

TOR-2-35226

---

**ANNEX "A"**  
**REQUIREMENT**  
**RADAR PROCESSING COMPUTER SYSTEM**

Attached separately.....

**ANNEX B****BASIS OF PAYMENT****1. Price**

The prices must be firm in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Transportation costs included, Canadian customs duties and excise taxes included.

Item #	Item #	Qty.	Firm Unit Price	Extended Price
1	For the supply and delivery of Processing Computer Systems meeting all Mandatory Technical Specifications in Annex A, Requirement.	80	\$_____	\$_____
2	For the supply and delivery of Monitoring Computer Systems meeting all Mandatory Technical Specifications in Annex A, Requirement.	40	\$_____	\$_____
3	For the supply and delivery of Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription).	80	\$_____	\$_____
4	Hardware Maintenance Service Agreement with the "Return to Depot" Maintenance Service for a period of 5 years . The Hardware Maintenance Service Agreement must begin immediately after the computer systems 1 year Warranty period.	5 years	\$_____/year	\$_____
	<b>TOTAL COST ITEMS 1 - 4 ABOVE</b>			\$_____

**2. Delivery Schedule:**

- a) Delivery must be on or before 27 March 2013 on the following:
- 60 Processing Systems; and
  - 30 Monitoring Computer Systems
- b) Delivery must be on or before 28 March 2013 on the following :
- 20 Processing Systems;
  - 10 Monitoring Computer Systems; and
  - 80 Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription).

## ANNEX C

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

K3D33-121269/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor219

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

K3D33-121269

File No. - N° du dossier

TOR-2-35226

CCC No./N° CCC - FMS No/ N° VME

---

## **ANNEX D EVALUATION CRITERIA**

Attached separately.....

Solicitation No. - N° de l'invitation

K3D33-121269/A

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

K3D33-121269

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35226

Buyer ID - Id de l'acheteur

tor219

CCC No./N° CCC - FMS No/ N° VME

## ANNEX E CERTIFICATION FORMS

### Form 1 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 \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_

### Form 2

#### Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it 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 3****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\_\_\_\_\_

Solicitation Number\_\_\_\_\_

**ANNEX "A"**  
**REQUIREMENT**  
**RADAR PROCESSING COMPUTER SYSTEM**

**1. Requirement**

For the supply and delivery of:

- a) Quantity 80, Processing Computer Systems;
- b) Quantity 40, Monitoring Computer Systems;
- c) Quantity 80, Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription).
- d) Hardware Maintenance Service Agreement, for a period of 5 years.

**2. Mandatory Technical Specifications**

The above requirements must be in accordance with the Mandatory Technical Specifications below:

**A. PROCESSING COMPUTER SYSTEMS**

Item No.	Mandatory Technical Specifications	Specify Page Number in your proposal. (Note to Bidders: this information is for evaluation purposes only and will be removed at the time of contract award)
1	Must operate continuously in ambient temperature -20°C to +50°C	
2	Must operate continuously in ambient humidity of 95%	
3	Depth of server must be no more than 20" ( ~50.8 cm)	
4	Must be vibration and shock resistant	
5	Vibration / shock rating must be provided along with the rating standard used	
6	Computer hardware (CPU, motherboard, network port, video, USB, serial port, expansion slots) and chipset must operate in Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription).	
7	Must have a minimum of 1 CPU and a quad-core Intel Xeon Processor E5 Family.	
8	Must have minimum of two (2) available 4-pin power (5.25") connectors (also known as "Molex 8981" power connector) from the power supply to reach the PCI slots	
9	Power state must be displayed with external LED indicator	
10	BIOS (or equivalent) must restore power after a power failure	
11	BIOS (or equivalent) must start computer system utilizing the USB port	
12	Minimum memory must be 8GB DDR3 Registered ECC RAM with option to expand	



13	Motherboard must have onboard: a) Two (2) Gigabit Ethernet ports b) Two (2) USB 2.0 ports c) One (1) VGA port d) One (1) PS/2 keyboard port e) One (1) PS/2 mouse port f) One (1) DB9 serial - RS232 port	
14	Motherboard documentation must be provided.	
15	Specification for power requirements must be provided.	
16	Solid state drive: SATA, minimum 64GB, 2.5" with option for additional drive	
17	Optical drive: BD-RW, DVD+/-RW, SATA, INT, SLIMLINE, and BLACK	
18	Must accommodate: a) minimum of two full height 32 bit PCI peripheral cards 190 mm in length; and  b) Two (2) standard interface slots for 32 bit PCI peripheral cards supporting universal (3.3V and 5V) PCI cards	
19	One (1) 5.25" "half-height" drive bay, horizontal orientation	
20	Must be rack mountable (19" rack) including optional mounting kit as part of the proposed system, if mounting kit is required	
21	Must be panel mountable including optional mounting kit as part of the proposed system, if mounting kit is required	
22	Must have multiple redundant power supplies	
23	Height of the external chassis must be no more than 4U (7")	
24	External chassis case must be black.	
25	Have an integrated video graphics controller supporting a minimum of 1024 x 768 resolution	
26	Must support 100 to 240v or 200 to 240v AC @ 50Hz & 60Hz	
27	Operating Manuals in English must be provided with each system	

**B. MONITORING COMPUTER SYSTEMS**

Item No.	Mandatory Technical Specifications	Specify Page Number in your Proposal (Note to Bidders: this information is for evaluation purposes only and will be removed at the time of contract award)
1	Must operate continuously in ambient temperature -10°C to +50°C	
2	Must operate continuously in ambient humidity of 95%	
3	Fanless system	
4	Low power and low voltage CPU (TDP of 20W or less)	
5	Small physical footprint dimensions (no larger than 12"x12")	
6	Height of computer system must be no more than 1U (1.75")	
7	BIOS (or equivalent) must restore power after a power failure	
8	BIOS (or equivalent) must boot on USB port	
9	Motherboard must have onboard: a) Two (2) Gigabit Ethernet ports b) Two (2) USB 2.0 ports c) One (1) VGA port d) One (1) PS/2 keyboard port e) One (1) PS/2 mouse port f) One (1) DB9 serial - RS232 port	
10	Solid state drive: SATA, minimum 64GB, 2.5"	
11	Optical drive: BD-RW, DVD+/-RW, SATA, INT, SLIMLINE, and BLACK	
12	Must be rack mountable (19" rack) and the proposed computer hardware must include a mounting kit.	
13	Must be panel mountable and the proposed computer hardware must include a mounting kit	
14	2GB ECC RAM	
15	Computer hardware (CPU, motherboard, network port, video, USB, serial port) and chipset must operate in Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription).	
16	Motherboard documentation must be provided.	
17	Specification for power requirements must be provided.	
18	External chassis case must be black.	
19	Have an integrated video graphics controller supporting a minimum of 1024 x 768 resolution	
20	Must support 100 to 240v or 200 to 240v AC @ 50Hz & 60Hz	
21	Operating Manuals in English must be provided with each system	



## ANNEX D EVALUATION CRITERIA

### 1. Mandatory Technical Criteria

- 1.1 The Bidder must submit by the date and time of bid closing, a signed letter from an authorized representative of your company, stating that the company has been in business for a minimum of 5 years, (within the past 5 years), selling and supporting ruggedized computer systems.
- 1.1.1 The Bidder must demonstrate meeting every Mandatory Technical Specification at Annex A in its bid. Provide supporting documentation to support each Mandatory Technical Specification. The supporting documentation must be provided by the date and time of bid closing.
- 1.1.2 For the Processing Computer Systems, bidders must provide (i) the Motherboard documentation and (ii) the specifications for power requirements, by the date and time of bid closing (refer to Mandatory Technical Specification at Annex A, Requirement items 14 and 15).
- 1.1.3 For the Monitoring Computer Systems, bidders must provide (i) the Motherboard documentation and (ii) the specifications for power requirements, by the date and time of bid closing (refer to Mandatory Technical Specification at Annex A, Requirement items 16 and 17).

### 2. Point Rated Criteria – Processing Computer System and Monitoring Computer System

Evaluation Criteria - Processing Computer System	Points Available
1. CPU	<u>Maximum Points 60</u>
a. Number of CPU (greater than one)	a. 5 points
b. Number of cores (greater than four per CPU)	b. 10 points
c. Clock Speed (GHz) – greater than 2.00GHz	c. 10 points
d. Cache (MB) – greater than 12MB	d. 10 points
e. TDP – thermal design power (W) – less than 100W	e. 25 points
2. Points will be awarded if the Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription) works with the proposed processing computer hardware without additional external drivers.	30
3. Points will be awarded if the proposed processing computer hardware has more than 2 USB or IO ports in addition to the ports required in Mandatory Technical Specification, item 13.	20

Solicitation No. - N° de l'invitation

K3D33-121269/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor219

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

K3D33-121269

File No. - N° du dossier

TOR-2-35226

CCC No./N° CCC - FMS No./N° VME

4. System's ability to operate in external ambient temperature down to -50°C	30
5. Points will be awarded if the proposed processing computer hardware consist of motherboards that have memory slots and chipsets available to use 16GB or more of DDR3 Registered ECC RAM	20
6. Points will be awarded with supporting documentation from an independent third party (company), certifying that the proposed processing computer system has been tested in a facility for shock, vibration and temperature.	<u>Maximum points 50</u> - 25 points from an independent third party certifying for shock and vibration - 25 points from an independent third party certifying for temperature
7. Points will be awarded if the finish of the external case is brushed aluminium.	10
8. Points will be awarded, if the height of the external chassis is 3U or less	30
9. Bidder should provide a detailed description demonstrating the number of years in business selling and supporting ruggedized computer systems.	<u>Maximum points 10</u> 5 points – 5+ -10 years in business 10 points – 10+ years in business
10. Bidders should indicate the amount of time required to repair the equipment covered under warranty and maintenance service agreement.	<u>Maximum 40 points</u> 0 point - over 4 weeks (29+ days) 10 points - within 4 weeks (28 days) 30 points - within 2 weeks (14 days) 40 points - within 1 week (7 days)
<b>Evaluation Criteria - Monitoring Computer System</b>	<b>Points Available</b>
11. System ability to operate continuously in ambient temperature down to -20°C.	15
12. Points will be awarded if the Red Hat Enterprise Linux 6 Workstation operating system software with device license (standard subscription) works with the proposed monitoring computer hardware without additional external drivers.	60
13. Points will be awarded if the proposed computer hardware has more than 2 USB or IO ports in addition to the number of ports required in Mandatory Technical Criteria, item 9.	25
<b>Maximum Points Available</b>	<b>400</b>



---

### 3. **Proof of Performance Test (POPT)**

At the request of the Contracting Authority (CA), the 3 top-ranked bidders must provide a sample of the proposed processing and monitoring computer systems for the POPT. **Failure to comply with this request will render the bidder's proposal non-responsive.**

Following evaluation, the 3 top-ranked bidders must undergo a Proof of Performance Test (POPT) on the Processing and Monitoring Computer Systems. Through the POPT, Canada will test the solution proposed in the 3 top-ranked bids to confirm that it will function as described in the bid and that it meets the Mandatory Technical Specification described in Annex A, Requirement and the Point Rated Criteria at Annex D.

The POPT will take place at Environment Canada, Downsview, ON location. Bidders may ship the computer systems at no cost to Canada and request that Canada install the operating systems for the POPT OR bidders may choose to deliver, and install the operating systems for the POPT, at no cost to Canada. The CA will provide the complete address prior to bidders shipping or delivering the computer systems for installation.

Each bidder will be given a maximum of 10 business days to deliver and install the systems, and 5 business days to complete the POPT. Up to 2 representatives of the bidder may be present during the POPT. If no representative is present, the representative(s) named in the bid should be available by telephone for technical advice and clarification during the POPT; however, Canada is not required to delay the POPT if an individual is unavailable.

In connection with the POPT, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.

Canada will document the results of the POPT. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the POPT and the bid will be disqualified. Canada may, as a result of the POPT, reduce the score of the bidder on any rated requirement, if the POPT indicates that the score provided to the bidder on the basis of its written bid is not validated by the POPT. The bidder's score will not be increased as a result of the POPT.