

**Advance Contract Award Notice (ACAN)  
for  
USB 3.0 Hardware Encrypted External Drive enclosures with 1TB hard drives**

**Requirement Description**

The Canada Revenue Agency (CRA) requires three hundred (300) Rocstor Hawker HX, USB 3.0, with CBC Mode, eNova compatible hardware encrypted external hard drive enclosures with factory installed 1TB hard drives, including a minimum two year replacement warranty and service support, as well as options for the supply and delivery of additional units, including a minimum two year replacement warranty and service support, to be exercised at the CRA's discretion.

If other potential suppliers submit a statement of capabilities during the ACAN posting period that fully meets the requirements set out in the ACAN, the CRA will proceed to a full tendering process; either Competitive-Government Electronic Tendering Service (GETS) or Competitive-Non GETS, in order to award the contract.

If on or before the closing date, no other supplier submits a statement of capabilities that meets the requirements set out in the ACAN, the CRA may award a contract to the proposed supplier.

**Proposed Contractor**

FUJIFILM Canada Inc.  
600 Suffolk Ct  
Mississauga, Ontario L5R 4G4  
Canada

**Proposed Period of Contract**

The period of the proposed contract shall be one (1) year.

**Proposed Options**

- (a) option to extend the period of the contract for up to four (4) additional one (1) year periods;
- (b) option to procure additional quantities;
- (c) option to procure ongoing maintenance and support services; and
- (d) option to procure professional services related to the hardware being procured.

**Reason for non-competitive award**

FUJIFILM Canada Inc is the only firm capable of meeting this requirement on the following basis: Fujifilm Canada is the exclusive Canadian distributor of Rocstor Inc. consumer and enterprise-grade storage solutions.

The Hawker HX, USB 3.0, with CBC Mode, eNova compatible hardware encrypted external hard drive enclosures with factory installed 1TB hard drives is the only external drive that meets the following CRA requirements:

**Technical Requirements**

The proposed hard drive and enclosure **MUST** be backward compatible USB 3.0 certified, and include one USB 3.0 cable.

The proposed hard drive **MUST** have a capacity of **1 TB** and must operate at a minimum of 7200 RPM.

The proposed hard drive and enclosure **MUST** include AES-256 bit encryption standard using the Cipher-Block Chaining (CBC) encryption mode, and must be NIST and FIPS 140-2 certified.

The proposed hard drive and enclosure **MUST** utilize the Enova X-Wall hardware encryption technology.

The proposed hard drive and enclosure **MUST** include a minimum of three physical security keys (tokens) for authentication, which are compatible with the ENOVA Key Management tool that CRA currently uses to manage security tokens programming. The key encryption management **MUST** be entirely done at CRA and no MASTER or DUPLICATE keys are allowed outside CRA.

The proposed hard drive and enclosure **MUST** be bootable.

The proposed hard drive and enclosure **MUST NOT** require any drivers or applications to be installed on the user's computer to operate with Microsoft operating systems, and **MUST** be compatible with Windows 2000, XP, Vista, Windows 7 and Windows 8.

The proposed hard drive and enclosure **MUST** be computer bus powered.

The proposed hard drive and enclosure **MUST** have a secure shock-absorbent mechanism.

The proposed hard drive and enclosure **MUST** be certified by the OEM that the equipment does not exceed the Class B limits for radio noise emissions from a digital apparatus set out in the Radio Interference Regulation ICES-003 or US FCC Class B equivalent, at close of bid. This confirmation must be in one of the following forms:

- a) A copy of the covering letter of the FCC Grant of Equipment Authorization referencing the hard drive model number and FCC Class B certification; or
- b) An FCC Class B sticker placed on the hard drive complete with FCC ID number.

The proposed hard drive and enclosure **MUST** include an English and French user manual or installation guide.

### **Warranty and Service Support**

The proposed hard drive and enclosure **MUST** include a minimum two year replacement warranty and service support.

Any defective hard drives containing sensitive data **MUST** remain on CRA premises and disposed of internally by CRA.

The bidder **MUST** provide a Technical Support Coordinator that will be a single point of contact for the CRA.

### **Applicable Limited Tendering Reasons**

The Canada Revenue Agency (CRA) is proposing to award a contract as described above in accordance with the following exceptions:

#### CRA Contracts Directive

Article 4(d) of the CRA Contracts Directive is being invoked for this procurement as only one person or firm is capable of performing this contract.

#### Agreement on Internal Trade (AIT)

Annex 4.4 articles 506.12(a) and 506.12(b) of AIT are applicable on the basis of limited tendering to ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative, and where there is an absence of competition for technical reasons

and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists, respectively.

#### North American Free Trade Agreement (NAFTA)

Article 1016.2(b) of NAFTA is applicable on the basis of limited tendering due to reasons where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Article 1016.2(d) of NAFTA is applicable on the basis of additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with existing equipment or services, including software to the extent that the initial procurement of the software was covered by this chapter

#### Canada Chile Free Trade Agreement (CCFTA)

Articles 9(b) and 9(c) of CCFTA are applicable on the basis of awarding contracts by means other than open tendering [b] where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists; [c] for additional deliveries by the original supplier that are intended either as replacement parts, extensions, or continuing services for existing equipment, software, services or installations, where a change of supplier would compel the entity to procure goods or services not meeting requirements of interchangeability with existing equipment, software, services, or installations.

#### Canada Peru Free Trade Agreement (CPFTA)

Article 1409 1. b) and c) in Chapter 14 of the CPFTA allows for sole sourcing “where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist [pertaining to] (ii) the protection of patents, copyrights or other exclusive rights” or “for additional deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such goods and services (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement.”

#### Canada Panama Free Trade Agreement (CPaFTA)

Article 1609 1. b) and c) in Chapter 16 of the CPaFTA allows for sole sourcing “where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist [pertaining to] (ii) the protection of patents, copyrights or other exclusive rights” or “for additional deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such goods and services (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement.”

#### World Trade Organization – Agreement on Government Procurement (WTO-AGP)

Article XV(b) of WTO-AGP is applicable on the basis of limited tendering due to compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative, and where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists, respectively.

### **Supplier's Rights**

You are hereby notified that the government intends to negotiate with one firm only as identified above. Should you have any questions concerning this requirement, contact the contracting officer identified below.

Suppliers who consider themselves fully qualified and available to provide the services/goods described herein, may submit a statement of capabilities in writing to the contact person identified in this Notice on or before the closing date of this Notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

The CRA file number, the contracting officer's name and the closing date of the ACAN must appear on the outside of the envelope in block letters or, in the case of a facsimile transmission, on the covering page.

If any statements of capabilities received on or before the closing date of this Notice meet the requirements set out herein, the CRA will modify its procurement strategy accordingly under the applicable trade agreement(s). If no other supplier submits a statement of capabilities that meets the requirements set out herein, the CRA may award a contract to the proposed supplier.

**CLOSING DATE FOR STATEMENT OF CAPABILITIES: 1400 hrs. EDT, August 14, 2013**

The Crown retains the right to negotiate with suppliers on any procurement.

Documents may be submitted in either official language of Canada.

### **Alternative Dispute Resolution**

The CRA supports the resolution of disputes through alternative means prior to reference to administrative tribunals or the courts. Therefore, the CRA shall, for all disputes related to its contracting and procurement activities, follow the policy and guidelines entitled, *Alternative Dispute Resolution*, FAM-MM-1-7. A summary of this document and a formal complaint form may be obtained from the Contracting Authority.

<b>CRA Contracting Authority:</b>	Shawn Corbett
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