

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**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 SESSION BORDER CONTROLLER SOLUTION	
Solicitation No. - N° de l'invitation W8474-146725/A	Date 2013-11-25
Client Reference No. - N° de référence du client W8474-146725	
GETS Reference No. - N° de référence de SEAG PW-\$SEJ-420-26617	
File No. - N° de dossier 420ej.W8474-146725	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-11	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Vasilescu-Popa, Daniela	Buyer Id - Id de l'acheteur 420ej
Telephone No. - N° de téléphone (819) 956-6678 ()	FAX No. - N° de FAX (819) 956-1156
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div style="text-align: center;">Specified Herein Précisé dans les présentes</div>	

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

Acquisition Branch, STAMS, ITSPD / Direction générale
des acquisitions, SGAST, DASIT
Computer Hardware Division
Div. de l'équipement informatique
Place du Portage, Phase III, 4C2
11 Laurier Street/11, rue Laurier
Gatineau
Québec
K1A 0S5

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

BID SOLICITATION

SESSION BORDER CONTROLLER (SBC) SOLUTION

FOR

DEPARTMENT OF NATIONAL DEFENCE

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	5
1.1 Introduction	5
1.2 Summary	5
1.3 Debriefings	6
PART 2 - BIDDER INSTRUCTIONS	7
2.1 Standard Instructions, Clauses and Conditions	7
2.2 Submission of Bids	7
2.3 Former Public Servant	7
(a) Information Required	7
Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.	7
2.4 Enquiries - Bid Solicitation	8
2.5 Applicable Laws	9
2.6 Improvement of Requirement During Solicitation Period	9
PART 3 - BID PREPARATION INSTRUCTIONS	10
3.1 Bid Preparation Instructions	10
3.2 Section I: Technical Bid	11

3.2 Section II: Financial Bid	12
3.4 Section III: Certifications	12
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1 Evaluation Procedures	13
4.2 Conduct of Evaluation in Steps	13
4.3 Technical Evaluation	14
4.4 Financial Evaluation	15
4.5 Basis of Selection	16
PART 5 - CERTIFICATIONS	17
5.1 Mandatory Certifications Required Precedent to Contract Award	17
5.2 Additional Certifications Precedent to Contract Award	17
5.3 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"	17
5.4 OEM Certification	17
5.5 Software Publisher Certification and Software Publisher Authorization	18
5.6 Additional Certifications Required with the Bid at Bid Closing	18
5.7 Canadian Content Certification	18
5.8 Set-aside for Aboriginal Business	19
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	20
6.1 Security Requirement	20
6.2 Financial Capability	20
PART 7 - RESULTING CONTRACT CLAUSES	21
7.1 Requirement	21
7.2 Optional Goods and/or Services	21
7.3 Standard Clauses and Conditions	21

7.4 Security Requirement	22
7.5 Contract Period	22
7.6 Authorities	23
7.7 Proactive Disclosure of Contracts with Former Public Servants	23
7.8 Payment	24
7.9 Invoicing Instructions	27
7.10 Certifications	27
7.11 Federal Contractors Program for Employment Equity - Default by Contractor	27
7.12 Applicable Laws	27
7.13 Priority of Documents	27
7.14 Foreign Nationals (Canadian Contractor)	28
7.15 Insurance Requirements	28
7.16 Limitation of Liability - Information Management/Information Technology	28
7.17 Joint Venture Contractor	29
7.18 Hardware	30
7.19 Deliverable Substitutions & Alternatives	31
7.20 Extension of Existing Product Line	31
7.21 Termination for Convenience of Hardware Maintenance Services	32
7.22 Licensed Software	32
7.23 Licensed Software Maintenance and Support	33
7.24 Training	34
7.25 Safeguarding Electronic Media	35

7.26 Representations and Warranties	35
7.27 Access to Canada's Property and Facilities	35
7.28 Identification Protocol Responsibilities	35

List of Annexes to the Resulting Contract:

Annex A	Statement of Work
Annex B	Financial Bid Presentation Sheet
Annex C	Security Requirements Check List
Annex D	Procurement strategy for Aboriginal Business - Certification

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - OEM Certification Form
- Form 4 - Software Publisher Certification Form
- Form 5 - Software Publisher Authorization Form

BID SOLICITATION FOR SESSION BORDER CONTROLLER (SBC) SOLUTION FOR DEPARTMENT OF NATIONAL DEFENCE

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

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

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "**Client**") for a Session Border Controller (SBC) solution for their test centre in Ottawa. Director Information Management Engineering & Integration (DIMEI) has established a test lab that will evaluate various network technologies and study their interoperability with existing DND/CF network architectures. This requirement is to establish the Session Border Controller (SBC) capability, to support the Assured Services - Session Initiation Protocol (AS-SIP) Project, for the IP Technology Lab (IPTL). An SBC is a device regularly deployed in Voice over IP (VoIP) networks to exert control over the signalling and also the media streams involved in setting up, conducting, and tearing down telephone calls or other interactive media communications. SBCs commonly maintain full session state and offer functions, including security, connectivity through use of a variety of techniques, quality of service (QoS), emergency call prioritization and media services.

The requirement includes the hardware, software, training and professional services, documentation, configuration, integration, installation, and 1-year Return to Depot warranty maintenance services.

It is intended to result in the award of a contract for 1 year, plus 4 one-year irrevocable options allowing Canada to extend the maintenance period, and to buy additional hardware, software licences and services.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
W8474-146725/A		420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation.

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

The requirement is subject to a preference for Canadian goods and/or services.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

This procurement is set aside for Aboriginal Business under the federal government's Set-Aside Program for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

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

1.3 Debriefings

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 provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: ninety (90) days

2.2 Submission of Bids

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

2.3 Former Public Servant

- (a) Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

- (b) Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

(c) Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

(d) Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

- (a) 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.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.6 Improvement of Requirement During Solicitation Period

If bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (1 hard copy *and 1 soft copy* on USB flash drive);
- (ii) Section II: Financial Bid (1 hard copy *and 1 soft copy* on USB flash drive);
- (iii) Section III: Certifications (1 hard copy *and 1 soft copy* on USB flash drive);
- (iv) Section IV: Additional Information (1 hard copy *and 1 soft copy* on USB flash drive).

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

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

- (b) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

- (c) **Canada's Policy on Green Procurement:** 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. See the 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 are encouraged to:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

- (d) **Submission of Multiple Bids from a Bidding Group:**

- (i) One bidding group may participate in the submission of:
 - (A) one bid from any member of the bidding group on its own and one bid from any member of the bidding group submitted in a joint venture that includes at least one party that is not related to any of the members of the bidding group;
 - (B) two bids submitted in joint venture, each of which contains one or more members of the bidding group, where at least one of the joint ventures includes at least one party that is not related to any of the members of the bidding group; or
 - (C) two bids, each of which is from a different member of the bidding group on its own.
- (ii) The submission of any bids from one or more members of the same bidding group, except as set out in (i), is not permitted in response to this bid solicitation. If the members of a bidding group participate in additional bids, Canada will choose in its discretion which bids to consider. If the members of a bidding group choose to participate in two bids,

each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.

- (iii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) Joint Venture Experience:

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form.
- (iii) **Description of the Bidder's Maintenance and Support Services:** The Bidder must include a description of its maintenance and support services for hardware/software,

which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Work. At a minimum, the Bidder must describe its:

- (A) Problem reporting and response procedures;
- (B) Escalation procedures;
- (C) On-site support availability; and
- (D) Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.

- (iv) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

3.2 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (d) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Conduct of Evaluation in Steps

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

- (a) Set-Aside for Aboriginal Program for Aboriginal Business certification

Each bid will be reviewed to determine whether the Set-Aside for Aboriginal Business certification (see part 5) is valid. Bids that do not include a valid set-aside for Aboriginal Business Certification will be considered non-responsive and be disqualified.

- (b) Canadian Content Certification

The evaluation team will determine if there are three 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 fewer than three responsive bids with a valid certification remain, Canada will continue evaluating only the bids with a valid certification. If all bids with a valid certification are declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

(c) Technical evaluation: described below.

(d) Financial evaluation: described below.

4.3 Technical Evaluation

(a) Mandatory Technical Criteria:

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory technical requirements are described in the Substantiation of Technical Compliance Form.

(b) Demonstration

- (i) Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. The demonstration must be conducted during normal business hours, to be determined by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

If the top-ranked Bidder does not pass the testing, the next lowest compliant bidder will be invited to pass this pre-award testing.

(c) Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation):

- (i) Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- (ii) However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled “Priority of Documents” in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- (iii) The process is as follows:
 - (A) Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - (B) In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
 - (C) Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

- (D) If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
 - (E) If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and
 - (F) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.
- (iv) For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

4.4 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

(b) Formulae in Pricing Tables

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

(c) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be

provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;

- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.5 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- (b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (c) If more than one bidder is ranked first because of identical overall scores, then the names of all such first ranked Bidders will be placed in a hat and the winner will be the first name drawn from it. All first ranked Bidders will be invited to witness the event.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

(a) Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.2 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.

5.3 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"

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

5.4 OEM Certification

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

Solicitation No. - N° de l'invitation W8474-146725/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

- (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, on mandatory certification reports, and on any support software.

5.5 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in 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 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. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

5.6 Additional Certifications Required with the Bid at Bid Closing

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

5.7 Canadian Content Certification

- (a) SACC Manual Clause A3062T(2008-05-12), Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.

The Bidder certifies that:

() the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

Solicitation No. - N° de l'invitation W8474-146725/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

- (b) SACC Manual Clause A3050T (2010-01-11), Canadian Content Definition

5.8 Set-aside for Aboriginal Business

- (a) This procurement is set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business. Bidders must complete and sign the certification entitled "Certification Requirements for the Set-aside Program for Aboriginal Business" attached as Annex ____.
- (b) By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.
- (c) SACC Manual clause A3001T (2011-05-16) applies.

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1.I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2.I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date"

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) supplying the purchased Hardware;
 - (ii) providing the Hardware Documentation;
 - (iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
 - (iv) granting the license to use the Licensed Software described in the Contract;
 - (v) providing the Software Documentation;
 - (vi) providing maintenance and support for the Licensed Software during the Software Support Period;
 - (vii) providing training, and professional services as and when requested by Canada, to the *National Capital Area*.
- (b) **Client:** Under the Contract, the "**Client**" is the Department of National Defence.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, and the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex _ of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 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.

(a) General Conditions:

- (i) 2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

The text under Subsection 04 of Section 43 – Code of Conduct and Certifications of 2030 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (iii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

7.4 Security Requirement

- (a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT HAVE ACCESS** to CLASSIFIED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. The Contractor/Offeror **MUST NOT** remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____
- (b) *Industrial Security Manual* (Latest Edition).

7.5 Contract Period

- (a) **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which begins on the date the Contract is awarded and ends on the day that the Warranty Period for the most recently purchased Product expires, or on the day that the final warranty work initiated during the Warranty Period is complete, whichever is later.

7.6 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Daniela Vasilescu Popa

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Directorate: ITSPD

Telephone: 819-956-6678

Facsimile: 849-956-1156

E-mail address: daniela.vasilescupopa@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.

(b) Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

In this person's absence, the Technical Authority is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

(c) Contractor's Representative

(Fill in as applicable)

7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.8 Payment

(a) Basis of Payment

- (i) **Purchased Hardware, Licensed Software, Warranty/Maintenance and Support:** For providing the Hardware, and the licenses to use the Licensed Software (including delivery, installation, integration and configuration of the Hardware/Licensed Software and the Hardware/Software documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex ___, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Hardware/Software Warranty Period and maintenance and support during the Hardware/Software Support Period.
- (ii) **Optional Hardware and Software Maintenance and Support:** For maintenance and support of the Hardware/Software after the Hardware/Software Warranty Period, if Canada exercises its option to extend the Hardware/Software Maintenance Period, Canada will pay the Contractor, in arrears, the firm monthly price(s) set out in Annex ___, FOB destination, including all customs duties, Applicable Taxes extra.
- (iii) **Optional Additional Hardware and Software Licenses:** For additional Hardware and licenses to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor, the firm price per device set out in Annex ___, FOB destination, including all customs duties, Applicable Taxes extra.
- (iv) **Optional Software Licenses upgrade:** If Canada exercises its option to upgrade the Software Licenses, Canada will pay the Contractor, the firm price set out in Annex ___, FOB destination, including all customs duties, Applicable Taxes extra.
- (v) **Maintenance and Support for Optional Software Licenses upgrade:** For maintenance and support services throughout the Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly price(s) set out in Annex ___, FOB destination, including all customs duties, GST/HST extra.
- (vi) **Optional Software Licenses upgrade Maintenance and Support:** For maintenance and support of Software Licenses upgrade after the Software Warranty Period, if Canada exercises its option to extend the Software Maintenance Period, Canada will pay the Contractor, in arrears, the firm monthly price(s) set out in Annex ___, FOB destination, including all customs duties, Applicable Taxes extra.
- (vii) **Optional Mentoring Services with a Firm Price:** For mentoring services requested by Canada, in accordance with a validly issued Contract Amendment, Canada will pay the Contractor the firm price set out in the Contract Amendment (based on the firm, all-inclusive per diem rates set out in Annex ___), Applicable Taxes extra.
- (viii) **Optional Training:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per student set out in Annex ___, upon completion of the course, Applicable Taxes extra.
- (ix) **Applicable Taxes: HST**
- (x) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (xi) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to

honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- (xii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) Limitation of Expenditure

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.

(c) Method of Payment

- (i) H1001C (2008-05-12), Multiple Payments - for the Hardware, Software Licenses, the initial 1-year Warranty/Maintenance services, and the Optional Training and Mentoring services.
- (ii) H1008C (2008-05-12), Monthly Payment - for the optional Maintenance and Support services for the Hardware and Software

(d) Payment Credits

- (i) **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada of \$3,339.00 for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.
- (ii) **Training/Mentoring Professional Services:** If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (iii) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (iv) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (v) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (vi) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

- (vii) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (viii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

(e) **Price Protection - Most Favoured Customer**

- (i) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- (ii) The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- (iii) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- (iv) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- (v) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- (vi) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- (vii) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

(f) No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.9 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.10 Certifications

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

(b) SACC Manual Clauses

- (i) A3000C (2011-05-16), *Aboriginal Business Certification*;
- (ii) A3060C (2008-05-12), *Canadian Content Certification*.

7.11 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

7.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4001;
 - (ii) 4003;
 - (iii) 4004;
- (c) general conditions 2030 (2013-06-27), Higher Complexity - Goods;
- (d) Annex A, Statement of Work ;
- (e) Annex B - Pricing Tables;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Procurement Strategy for Aboriginal Business - Certification;
- (h) Annex E, Additional Software Use Terms Approved by Canada (if any), which are only binding on Canada if they have been initialed by both parties in the signed copy of the Contract;
- (i) the Contractor's bid dated _____, as amended _____ not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.14 Foreign Nationals (Canadian Contractor)

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.15 Insurance Requirements

- (a) SACC Manual clause G1005C (2008-05-12) Insurance Requirements

7.16 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2 million.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$2 million, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.17 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.18 Hardware

- (a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	DND - DIMEI 101 Goldenrod Driveway - Tunney's Pasture Ottawa, ON, K1A 0K2
Delivery Date	30 days from the date of the contract
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	No
Hardware Documentation must include maintenance documentation	No
Language of Hardware Documentation	<i>The Hardware Documentation must be delivered in English. If the documentation is available in both official languages of Canada, the Contractor must deliver the documentation in both English and French.</i>
Format and Medium on which Hardware Documentation must be Delivered	printed hard copy or CD-Rom
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract
Contractor must Install Hardware at time of Delivery	Yes

Solicitation No. - N° de l'invitation W8474-146725/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

Contractor must Integrate and Configure Hardware at time of Installation	Yes
Hardware is part of a System	Yes
Availability-level Testing will be performed before Acceptance	No
Hardware Warranty Period	12-month
Option to Extend Hardware Maintenance Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 4 one-year periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Class of Maintenance Service	Return-to-Depot Maintenance Service
Principal Period of Maintenance (PPM)	8AM to 5PM local time on weekdays (excluding statutory holidays) where the Hardware is in use.
Toll-free Telephone Number for Maintenance Service	
Website for Maintenance Service	

7.19 Deliverable Substitutions & Alternatives

- (a) The Contractor may propose a substitution or alternative for an existing product listed in the Contract, provided the proposed substitute or alternative meets or exceeds the specification(s) of the existing product and the price for the substitute or alternative product does not exceed:
- (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The proposed substitution/alternative may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) Substitute or alternative items must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution or alternative is acceptable. Whether or not to accept or reject a proposed substitution or alternative is entirely within the discretion of Canada. If Canada does not accept a proposed substitution or alternative, the Contractor must continue to deliver the original product. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead. If accepted, the addition of any alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.
- (d) The ability to propose a substitution or alternative for any given product does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

7.20 Extension of Existing Product Line

- (a) During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the

specification(s) of existing products under the Contract, if the price for the new product does not exceed:

- (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
 - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- (d) No new products will be included in the Contract until one year after the Contract is awarded.

7.21 Termination for Convenience of Hardware Maintenance Services

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any Hardware maintenance and support services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

7.22 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	Device License
Number of Devices Licensed	2
Option to Purchase Licenses for Additional Devices	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex ____ on the same terms and conditions as the initial Device licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Delivery Location	DND - DIMEI 101 Goldenrod Driveway - Tunney's Pasture Ottawa, ON, K1A 0K2
Media on which Licensed Software must be Delivered	CD-ROM

Source Code Escrow Required

No

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

7.23 Licensed Software Maintenance and Support

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

Software Support Period	1- year
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, a separate 1-year Software Support Period will apply to those additional licenses
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 4 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex _____. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Hours for Providing Support Services	The Contractor's personnel must be available from 8 a.m. until 5 p.m., local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required.
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Email Access: _____ The Contractor must respond to all telephone, or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. <i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the</i>

Solicitation No. - N° de l'invitation W8474-146725/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
		<i>Contractor. Bidders are requested to provide this information in their bids.</i>
Language of Support Services		The Support Services must be provided in English

7.24 Training

(a) The minimum essential qualifications for the trainers providing the training and/or mentoring must be the following:

- (i) 5 years experience network training in the field of TCP/IP Networks including troubleshooting;
- (ii) 5 years experience with data and network protocols (ie. Ethernet, Spanning-Tree, VLAN, IP, Routing Protocols – OSPF, RIP, Static Routing);
- (iii) 5 years experience with network access/management protocols (ie. SNMP, RADIUS, ACCACS/TACCACS+, SSH, SYSLOG);
- (iv) 5 years experience with Firewalls (ie. McAfee, Secure Computing, IP Tables) and switch/router access-list (ie. Cisco platforms);
- (v) 2 years of experience writing technical documentation for device build/configuration and high level design/architecture;
- (vi) 2 years of experience teaching Acme Packet Core Courses.

(b) Providing Training:

- (i) The Contractor must provide classroom training on the software and hardware products that form part of the Solution on an “as-and-when-requested” basis during the Contract Period when a Contract Amendment for training is issued in accordance with the Contract.
- (ii) Canada may issue a Contract Amendment whenever it has at least 2 people who require training. The class size will not exceed 10 students.
- (iii) The training must be provided in Ottawa, as requested in the Contract Amendment.
- (iv) The training must be available within 15 working days of the Contract Amendment being issued.
- (v) The training, including both the instruction and the course materials, must be provided in English.
- (vi) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (vii) The training must provide each participant with functional knowledge of the solution and how to apply its use within DND, and must include.
 - (A) The proper set-up and use of the system;
 - (B) Exercises providing hands-on implementation of scenarios, and examples of usage;
 - (C) Instructor review of results.

(c) Mentoring

- (i) The Contractor must provide an on-site consultant on an “as-and-when-requested” basis during the Contract Period, when a Contract Amendment for mentoring services is issued in accordance with the Contract.
- (ii) The mentoring services include:

- (A) On-site consultation and discussion of configuration and optimization of the solution;
- (B) Provision of best practices for configuring, analysing, optimization and reporting; and
- (C) Assistance in the knowledge transfer of the skills required to customize and tailor the solution for DND.

7.25 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.26 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.27 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.28 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A, STATEMENT OF WORK

Table of Contents

- 1. INTRODUCTION**
- 2. DIMEI OBJECTIVES**
- 3. DIMEI COMPOSITION**
- 4. SCOPE OF THE WORK**
- 5. MANDATORY TECHNICAL REQUIREMENTS**
- 6. GLOSSARY OF TERMS**

1. INTRODUCTION

The Department of National Defence/Canadian Forces (DND/CF) has a requirement to procure a Session Border Controller (SBC) solution for their test centre in Ottawa. Director Information Management Engineering & Integration (DIMEI) has established a test lab that will evaluate various network technologies and studies their interoperability with existing DND/CF network architectures. This SOW specifies the requirements for establishing the Session Border Controller (SBC) resources, to accommodate the Assured Services – Session Initiation Protocol (AS-SIP) Project, for the IP Technology Lab (IPTL). An SBC is a device regularly deployed in Voice over IP (VoIP) networks to exert control over the signalling and also the media streams involved in setting up, conducting, and tearing down telephone calls or other interactive media communications. SBCs commonly maintain full session state and offer functions, including security, connectivity through use of a variety of techniques, quality of service (QoS), emergency call prioritization and media services.

The solution must allow flexible deployment models, centralized and or de-centralized including single-site or multi-site networks, headquarters and bases, etc and can be interconnected without geographic constraints.

The solution must integrate with existing equipment and networks and, in particular, integration with U.S. defence and security networks which therefore requires specific certifications, integration and protocol maintenance.

The solution must include a path of OEM training for Engineers and IT Professionals in DIMEI who are responsible for integrating voice technology into underlying network architectures. These are individuals who create a telephony solution that is transparent, scalable, and manageable.

The solution will be used to deliver unified communications (voice, video, multimedia and data) across DND/CF networks.

The solution is comprised of commercial hardware and software products and a maintenance program as detailed in this Statement of Work (SOW) and the attached Technical Specifications. It is important to note that the standards established in this SOW are for the Test and Development Environment only.

2. DIMEI OBJECTIVES

Test Network objectives are to:

- validate requirements for next generation technologies for the DND/CF;
- develop experience and a knowledge base in areas, including IPv4/IPv6, QoS, VLANs, VOIP - AS-SIP, XMPP, TLS, SRTP, Video over IP, Unified Communications, Encryption technologies, and experimental network technologies;
- test and validate proposed infrastructure changes to the DND/CF;
- engineer, develop, test and assess interoperability and security requirements for a gateway which allows cross border connectivity between DND and DoD;

- provide infrastructure necessary to assess migration of legacy IP video systems to AS-SIP video protocol as specified in US DoD UCR 2008 document
- assess security posture, attack vectors and the overall system survivability when subjected to malicious traffic and denial of service attacks; and
- provide assistance with integrating network technologies into project architectures.

3. DIMEI COMPOSITION

In order to accomplish the objectives outlined in section 2, DND will need to assemble a test lab, which not only spans a wide range of network technologies but can also test a diverse range of vendor products.

4. SCOPE OF THE WORK

The Contractor must deliver SBCs and integrate with existing networks to achieve security and inter-network interoperability. SBCs will be configured in a High Availability mode with no loss of active sessions to facilitate hardware failover while maintaining statefull awareness.

The SBC for AS-SIP (Assured Services-Session Initiation Protocol) are platforms designed to provide voice-aware firewall and back-to-back user agent functionality in accordance with the U.S. Defense Information Systems Agency (DISA) Unified Communications Requirements (UCR). The solution must be certified for interoperability and information assurance through the U.S. Department of Defense Unified Capabilities (DOD UC) program and be listed on the DOD UC's Approved Product List (APL). SBC must have proven compliance with UCR 2008 interoperability requirements as well as meet UCR 2008 Information Assurance requirements as defined for SBC device. It must also be compatible with DND PKI infrastructure to adhere to Hop by Hop behavior described in UCR 2008. In the event of a device failure, failover mechanism must preserve existing sessions and switch to an active device within time limit specified in UCR 2008.

SBCs are to be inserted at the edge of an existing IP network to provide enclave security from up to 20 external networks connected to the SBC, separated at Layer 2 with unique VLAN identifiers. SBCs will be interconnecting with other SBCs that are protecting external networks. SBC will be protecting Voice and Video over IP solution that is certified to function with AS-SIP trunks. Traffic flowing through these devices consists of voice and video signaling and media, primarily based on AS-SIP protocol. Management is conducted via Out-of-Band management link utilizing isolated management network. The primary purpose of the SBC is to conduct voice firewall functions. Secondary role is to convert legacy H.323 IP video traffic to AS-SIP video protocol.

The SBC security framework must feature powerful denial-of service/distributed denial-of service protection at the layer 3, layer 4, SIP signaling level, and intrusion detection/prevention capabilities. Other security features are to include TLS/SRTP encryption capabilities, dynamic access control, topology hiding, privacy and confidentiality, service infrastructure DoS/DDoS protection, virus and SPIT protection, and fraud prevention. All of these security capabilities ensure that the SBC can meet the stringent security requirements associated with AS-SIP applications.

The SBCs must be deployed in High Availability setting in the size category of a minimum of 150 simultaneous sessions to a maximum of 2000 simultaneous sessions.

The Contractor must also as part of the overall solution provide installation services and advanced administration and troubleshooting training and offer professional services on short term bases to assist In Service Support organization to get accustomed to the management of the devices.

DIMEI's requirements are for a single vendor suite of SBC hardware, software and applications, and training. The solution must allow flexible deployment models, centralized and or de-centralized including single-site or multi-site networks, headquarters and bases, etc and can be interconnected without geographic constraints.

The technical requirements for the solution are detailed below.

5. MANDATORY TECHNICAL REQUIREMENTS

1. **Rack-mounted Appliance** - The solution must be a rack-mounted appliance that fits in a standard 19" rack.
2. **Memory Configuration** - The solution must have a minimum of 2GB of memory for OS software and configuration files.
3. **Storage Capacity** - The solution must have a minimum of 500GB of NEBS compliant disk drive storage.
4. **Network Connectivity** - The solution must have a minimum of 4 network interface ports that include 10/100/1000 Copper (RJ-45) connectivity with optional 1000 Mbps Ethernet fiber connectivity available.
5. **Management Port** - The solution must include an RS-232 port for management services.
6. **Power Requirements** - The solution must include a 300W power supply and the option to add an additional redundant power supply to each configuration.
7. **Environmental Requirements** - The solution must operate between 0 C and +40 C, 10-85% relative humidity, non-condensing. Non-operational temperatures are -20 to +65 C.
8. **Routing** - The solution must route calls across trunks and service providers to enable least-cost routing and minimize bandwidth consumption.
9. **Call Detail Records** - The solution must generate industry standard call detail records for cross-departmental charge-backs and network planning and store the accounting information.
10. **QoS** - The solution must allow Quality of Service (QoS) to monitor and re-route or re-distribute traffic based on performance degradation or failure, including jitter, packet loss or latency and provide statistical QoS reports.
11. **IPv6-to-IPv4 Networking** - The solution must allow IPv6-to-IPv4 networking.

- 12. AS-SIP** - The solution must maintain the Assured Services Session Initiation Protocol.
- 13. H.323 to AS-SIP Video** - The solution must convert H.323 to AS-SIP Video.
- 14. Control Lists** - The solution must use dynamic and static access control lists to control and permit access only to known devices or networks and authorized users.
- 15. Block Nuisance Calls** - The solution must block or mitigate nuisance calls, including telephony SPAM, that can be identified by unique call characteristics.
- 16. Lawful Intercept** - The solution must allow Lawful Intercept services (CALEA) via an ETSI recognized standard. Lawful Intercept allows for selectively intercepting all calls matching a list of pre-defined destinations.
- 17. Anti-Virus** - The solution must have anti-virus engine to protect the network from malicious attachments, unwanted sessions and malformed messages.
- 18. DoS & DDOS Protection** - The solution must provide SIP Denial of Service (DoS) and SIP Distributed Denial of Service (DDoS) attack protection without loss of call processing or impacting system stability under a sustained attack.
- 19. Attack Protection** - The solution must hide or mask the data centre network from a signaling, SIP and SDP perspective, in order to prevent directed attacks, eavesdropping, identity theft and fraud and it must mask user information for privacy and confidentiality using SIP concealment. The solution must provide tiered hardware processing architecture to ensure security.
- 20. Sessions** - The Contractor must provide a configuration that includes a minimum license for 150 sessions and allows to license up to 2,000 concurrent signaling and media sessions in a single 1 RU platform.
- 21. Network Management Platform** - The solution must provide a comprehensive centralized management console that provides the following:
- Security Management
 - i. Provides access control lists to define permitted user, user group and device access rights
 - ii. Allows creation of an audit log of all activities performed by individual user, including user name, date/time, operation performed and success/failure
 - iii. Configurable password rules
 - Device management
 - i. Allows addition, deletion and modification of network devices. Provides detailed information on individual devices and device groups
 - Configuration management
 - i. Allows element configuration, provisioning and software release / patch management for the network
 - ii. A GUI or Web Services Client interface with a dashboard view for status indicators and configurations

- iii. The hierarchical view of network elements and their physical and logical components (physical interface, virtual interface, signalling service, session agents, etc.)
 - iv. Device inventory information and configuration parameter details
 - v. Complete device control via commands, including save, activate, save and activate, reboot.
 - vi. On-line, context-sensitive help
- **Fault Management**
 - i. Allows real-time monitoring of the operational status of the network by collecting and displaying alarms and fault-related statistics
 - ii. Visual display of alarms on main GUI screen
 - iii. Alarms colour-coded by severity level
 - iv. User configurable trap severity mapping
 - v. Configurable alarm severities
 - vi. Alarm and event filtering and management
 - vii. Alarm acknowledgement, clearing, deletion and save to a file
 - viii. E-mail notifications based on event severity level
- **Performance Management**
 - i. Allows for the collection and real-time monitoring and displaying of performance statistics
 - ii. Statistics available for systems physical interfaces, network interfaces, realms, session agents
 - iii. Comprehensive performance metrics to include signalling, media packets and bandwidth, network frames, packets and bandwidth, SBC platform CPU and memory utilization
 - iv. Allows to configure performance related thresholds to trigger alerts
- **Report Management**
 - i. Allows production of graphical reports based on key performance indicator information
 - ii. Allows production of reports automatically based on time scheduled application

22. Interoperability - The solution must operate in a multi-vendor environment with full interoperability with Avaya AS5300, Communication Manager, Session Manager, CS1000 and Cisco CUCM, Microsoft Lync, including Microsoft Unified Communications Open Interoperability Program (UCOIP) qualification for SBC, Session Management and Lync Hosted pack, as well as Office 365 certification.

23. Connectivity - The solution must allow signaling networks SIP and H.323), transport interworking (TCP, UDP and SCTP), encryption (TLS, SRTP-to-RTP, IPSec) NAT and firewall transversal, IP Address Translation (private/public, IPv4/IPv6) and transcoding.

24. SIP Interoperability - The solution must include standard SIP interoperability and signaling, including:

- SIP-I and SIP-T
- H.323
- SIP to H.323 internetworking
- AS-SIP to H.323 internetworking
- Real-time Streaming Protocol (RTSP)
- Message Session Relay Protocol (MSRP)
- H.248

- MGCP
- Addition, deletion and modification of all SIP headers
- Addition, deletion, modification and rejection of SIP headers base based on conditional matching criteria
- SIP over UDP, TCP or SCTP
- For full signaling transport internetworking, including SIP over UDP, TCP or SCTP to/from SIP over UDP, TCP or SCTP.
- SIP trunking termination, inter-enterprise SIP traffic and remote workers without additional hardware.

25. High Availability/Clustered Configuration - The solution must cluster devices and high availability (HA) in active/standby configurations for no loss of active sessions and provide the following functionalities:

- NEBS Level 3 Compliant
- AC and DC power
- Allow for field-replaceable, redundant power units
- Allow HA for media during failover no loss active session (NLAS) or degradation of voice quality during failover
- Allow HA for SIP signaling state during failover, including support for mid-call features (including but not limited to call hold, call transfer) after failover
- Allow HA for accounting records and accounting records preservation during failover
- Allow for overload control that allows the SBC to gracefully shed traffic under high call volume scenarios.

26. Load Balancing - The solution must provide the option to allow load balancing of the delivery of any SIP service or application, including voice, video, presence, messaging and multimedia, over any access network. It must allow a minimum of 120,000 subscribers and dynamic load balancing based on SBC availability and health, session capacity, session load with guarantee of no dropped calls.

27. Audio/Video - The solution must provide comprehensive audio and video, including:

- All audio codecs
- All video codecs
- Allow removal of codecs from the SDP
- Allow re-order of codecs from the SDP.

28. Certifications - The solution must have the following certifications:

- US Unified Communication (UL) Certification
- US Security Technical Implementation Guide (STIG)
- US Defense Information Systems Agency (DISA) listing as DISA Unified Capabilities Approved Product List (UCAPL) and Unified Communications Requirements (UCR) compliant
- CSA or UE standards for safety
- Certified by Department of Defence (DoD) Joint Interoperability Test Command (JITC) as an Edge Boundary Controller

29. Encryption – The solution must allow the following encryption protocols: TLS, SRTP SDES, SRTP MIKEY, IPSec Manual keys, IPSec IKE and IPSec IMS-AKA

30. *No encryption degradation* - The solution must allow TLS, SRTP and IPSec with no degradation of overall platform capacity.

31. *Transcoding* – The solution must allow transcoding between any of the following codec types: G.711, G.722, G.722.2 (AMR-WB), G.723.1, G.726, G.729/A/B, iLBC, AMR and GSM.

32. *No transcoding degradation* – The solution must allow transcoding with no degradation of overall platform capacity

6. GLOSSARY OF TERMS

AS-SIP	Assured Services Session Initiation Protocol
CIR	Committed Information Rate
Dynamic Routing	The capability to alter the path that the route takes through the system in response to a change in conditions
EIR	Excess Information Rate
Ethernet	Frame-based computer networking technologies for local area networks
FCIP	Fibre Channel over IP also known as Fibre Channel tunnelling
Flow Control	The process of managing the rate of data transmission between two nodes to prevent a fast sender from overrunning a slow receiver
Gigabit Ethernet	The term describing transmitting Ethernet frames at a rate of a gigabit per second
IPv6	Internet Protocol version 6 (IPv6) is a version of the Internet Protocol.
IPv4	Internet Protocol version 4 is at the core of standards-based internetworking methods of the Internet
Jitter	The variation in latency between successive packets across a given network connection. Jitter can be quantified as the weighted average of the latency difference between every pair of consecutive packets received
Latency	The time it takes for a packet to traverse an end-to-end network path, determined primarily by the cumulative effect of the propagation delays across each link, the insertion delays at every device along the path, and the queuing delays at every device along the path
MPLS	An IETF standard originally developed by Cisco to simplify and optimize IP transport based on characteristics of both the network and the type of data being transported
Packet Loss	The failure of packets to reach their destination or, more specifically, the rate at which this phenomenon occurs
Packet Switching	The packet switched networks that existed before the Internet, including early networks before X.25 and OSI; and the era when many Postal Telephone and Telegraph companies introduced networks with X.25 interfaces.
QoS	Quality of service is the ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow.
SIP	The Session Initiation Protocol (SIP) is an IETF-defined signaling protocol widely used for controlling communication sessions such as voice and video calls over Internet Protocol (IP).
STCP	Stream Transmission Control Protocol
TCP	Transmission Control Protocol
UDP	User Datagram Protocol

Solicitation No. - N° de l'invitation

W8474-146725/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

420ej

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

W8474-146725

CCC No./N° CCC - FMS No./N° VME

420ejW8474-146725

VLAN

Virtual Local Area Network

VOIP

Voice-Over-IP – The transport of voice traffic over the same IP networks used for data communications, rather than separate Digital and Analogue infrastructure.

ANNEX B, PRICING TABLES

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8474-146725/A

420ej

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

ANNEX D

Procurement Strategy for Aboriginal Business - Certification

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

2. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

- i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

- i. () The Aboriginal business has fewer than six full-time employees.

OR

- ii. () The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8474-146725/A

420ej

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

BIDDER FORMS**Form 1**

BID SUBMISSION FORM		
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	

Solicitation No. - N° de l'invitation W8474-146725/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		

Form 2

Substantiation of Technical Compliance Form

Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
1. Rack-mounted Appliance - The solution must be a rack-mounted appliance that fits in a standard 19" rack.		
2. Memory Configuration - The solution must have a minimum of 2GB of memory for OS software and configuration files.		
3. Storage Capacity - The solution must have a minimum of 500GB of NEBS compliant disk drive storage.		
4. Network Connectivity - The solution must have a minimum of 4 network interface ports that include 10/100/1000 Copper (RJ-45) connectivity with optional 1000 Mbps Ethernet fiber connectivity available.		
5. Management Port - The solution must include an RS-232 port for management services.		
6. Power Requirements - The solution must include a 300W power supply and the option to add an additional redundant power supply to each configuration.		
7. Environmental Requirements - The solution must operate between 0 C and +40 C, 10-85% relative humidity, non-condensing. Non-operational temperatures are -20 to +65 C.		
8. Routing - The solution must route calls across trunks and service providers to enable least-cost routing and minimize bandwidth consumption.		

Solicitation No. - N° de l'invitation W8474-146725/A		Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client		File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
9. Call Detail Records - The solution must generate industry standard call detail records for cross-departmental charge-backs and network planning and store the accounting information.			
10. QoS - The solution must allow Quality of Service (QoS) to monitor and re-route or re-distribute traffic based on performance degradation or failure, including jitter, packet loss or latency and provide statistical QoS reports.			
11. IPv6-to-IPv4 Networking - The solution must allow IPv6-to-IPv4 networking.			
12. AS-SIP - The solution must maintain the Assured Services Session Initiation Protocol.			
13. H.323 to AS-SIP Video - The solution must convert H.323 to AS-SIP Video.			
14. Control Lists - The solution must use dynamic and static access control lists to control and permit access only to known devices or networks and authorized users.			
15. Block Nuisance Calls - The solution must block or mitigate nuisance calls, including telephony SPAM, that can be identified by unique call characteristics.			
16. Lawful Intercept - The solution must allow Lawful Intercept services (CALEA) via an ETSI recognized standard. Lawful Intercept allows for selectively intercepting all calls matching a list of pre-defined destinations.			
17. Anti-Virus - The solution must have anti-virus engine to protect the network from malicious attachments.			

Solicitation No. - N° de l'invitation W8474-146725/A		Amd. No. - N° de la modif.		Buyer ID - Id de l'acheteur 420ej	
Client Ref. No. - N° de réf. du client		File No. - N° du dossier		CCC No./N° CCC - FMS No./N° VME	

unwanted sessions and malformed messages.		
18. DoS & DDOS Protection - The solution must provide SIP Denial of Service (DoS) and SIP Distributed Denial of Service (DDoS) attack protection without loss of call processing or impacting system stability under a sustained attack.		
19. Attack Protection - The solution must hide or mask the data centre network from a signaling, SIP and SDP perspective, in order to prevent directed attacks, eavesdropping, identity theft and fraud and it must mask user information for privacy and confidentiality using SIP concealment. The solution must provide tiered hardware processing architecture to ensure security.		
20. Sessions - The Contractor must provide a configuration that includes a minimum license for 150 sessions and allows to license up to 2,000 concurrent signaling and media sessions in a single 1 RU platform.		
21. Network Management Platform - The solution must provide a comprehensive centralized management console that provides the following:		
- <u>Security Management</u>		
<ul style="list-style-type: none"> Provide access control lists to define permitted user, user group and device access rights 		
<ul style="list-style-type: none"> Allow creation of an audit log of all activities performed by individual user, including user name, date/time, operation performed and success/failure 		
<ul style="list-style-type: none"> Configurable password rules 		
- <u>Device management</u>		

Page 54 of - de 62

Solicitation No. - N° de l'invitation W8474-146725/A		Amd. No. - N° de la modif.		Buyer ID - Id de l'acheteur 420ej	
Client Ref. No. - N° de réf. du client		File No. - N° du dossier		CCC No./N° CCC - FMS No./N° VME	

<ul style="list-style-type: none"> Allow addition, deletion and modification of network devices. Provide detailed information on individual devices and device groups 		
- <u>Configuration management</u>		
<ul style="list-style-type: none"> Allow element configuration, provisioning and software release / patch management for the network 		
<ul style="list-style-type: none"> A GUI or Web Services Client interface with a dashboard view for status indicators and configurations 		
<ul style="list-style-type: none"> The hierarchical view of network elements and their physical and logical components (physical interface, virtual interface, signalling service, session agents, etc.) 		
<ul style="list-style-type: none"> Device inventory information and configuration parameter details 		
<ul style="list-style-type: none"> Complete device control via commands, including save, activate, save and activate, reboot. 		
<ul style="list-style-type: none"> On-line, context-sensitive help 		
- <u>Fault Management</u>		
<ul style="list-style-type: none"> Allow real-time monitoring of the operational status of the network by collecting and displaying alarms and fault-related statistics 		
<ul style="list-style-type: none"> Visual display of alarms on main GUI screen 		
<ul style="list-style-type: none"> Alarms colour-coded by severity level 		
<ul style="list-style-type: none"> User configurable trap severity mapping 		
<ul style="list-style-type: none"> Configurable alarm severities 		
<ul style="list-style-type: none"> Alarm and event filtering and management 		
<ul style="list-style-type: none"> Alarm acknowledgement, 		

Page 55 of - de 62

Solicitation No. - N° de l'invitation W8474-146725/A		Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client		File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
clearing, deletion and save to a file			
<ul style="list-style-type: none"> E-mail notifications based on event severity level 			
- <u>Performance Management</u>			
<ul style="list-style-type: none"> Allow for the collection and real-time monitoring and displaying of performance statistics 			
<ul style="list-style-type: none"> Statistics available for systems physical interfaces, network interfaces, realms, session agents 			
<ul style="list-style-type: none"> Comprehensive performance metrics to include signalling, media packets and bandwidth, network frames, packets and bandwidth, SBC platform CPU and memory utilization 			
<ul style="list-style-type: none"> Allow to configure performance related thresholds to trigger alerts 			
- <u>Report Management</u>			
<ul style="list-style-type: none"> Allow production of graphical reports based on key performance indicator information 			
<ul style="list-style-type: none"> Allow production of reports automatically based on time scheduled application 			
22. Interoperability - The solution must operate in a multi-vendor environment with full interoperability with Avaya AS5300, Communication Manager, Session Manager, CS1000 and Cisco CUCM, Microsoft Lync, including Microsoft Unified Communications Open Interoperability Program (UCOIP) qualification for SBC, Session Management and Lync Hosted pack, as well as Office 365 certification.			
23. Connectivity - The solution must allow signaling networks SIP and H.323),			

Solicitation No. - N° de l'invitation W8474-146725/A		Amd. No. - N° de la modif.		Buyer ID - Id de l'acheteur 420ej	
Client Ref. No. - N° de réf. du client		File No. - N° du dossier		CCC No./N° CCC - FMS No./N° VME	

transport interworking (TCP, UDP and SCTP), encryption (TLS, SRTP-to-RTP, IPSec) NAT and firewall transversal, IP Address Translation (private/public, IPv4/IPv6) and transcoding.		
24. SIP Interoperability - The solution must include standard SIP interoperability and signaling, including:		
• SIP-I and SIP-T		
• H.323		
• SIP to H.323 internetworking		
• AS-SIP to H.323 internetworking		
• Real-time Streaming Protocol (RTSP)		
• Message Session Relay Protocol (MSRP)		
• H.248		
• MGCP		
• Addition, deletion and modification of all SIP headers		
• Addition, deletion, modification and rejection of SIP headers base based on conditional matching criteria		
• SIP over UDP, TCP or SCTP		
• Full signaling transport internetworking, including SIP over UDP, TCP or SCTP to/from SIP over UDP, TCP or SCTP.		
• SIP trunking termination, inter-enterprise SIP traffic and remote workers without additional hardware.		
25. High Availability/Clustered Configuration - The solution must cluster devices and high availability (HA) in active/standby configurations for no loss of active sessions and provide the following functionalities:		

Page 57 of - de 62

Solicitation No. - N° de l'invitation W8474-146725/A		Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client		File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

• NEBS Level 3 Compliant		
• AC and DC power		
• Allow for field-replaceable, redundant power units		
• Allow HA for media during failover no loss active session (NLAS) or degradation of voice quality during failover		
• Allow HA for SIP signaling state during failover, including support for mid-call features (including but not limited to call hold, call transfer) after failover		
• Allow HA for accounting records and accounting records preservation during failover		
• Allow for overload control that allows the SBC to gracefully shed traffic under high call volume scenarios.		
26. Load Balancing - The solution must provide the option to allow load balancing of the delivery of any SIP service or application, including voice, video, presence, messaging and multimedia, over any access network. It must allow a minimum of 120,000 subscribers and dynamic load balancing based on SBC availability and health, session capacity, session load with guarantee of no dropped calls.		
27. Audio/Video - The solution must provide comprehensive audio and video, including:		
• All audio codecs		
• All video codecs		
• Allow removal of codecs from the SDP		
• Allow re-order of codecs from the SDP.		
28. Certifications - The		

Page 58 of - de 62

Solicitation No. - N° de l'invitation W8474-146725/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
solution must have the following certifications:		
• US Unified Communication (UL) Certification		
• US Security Technical Implementation Guide (STIG)		
• US Defense Information Systems Agency (DISA) listing as DISA Unified Capabilities Approved Product List (UCAPL) and Unified Communications Requirements (UCR) compliant		
• CSA or UE standards for safety		
• Certified by Department of Defence (DoD) Joint Interoperability Test Command (JITC) as an Edge Boundary Controller		
29. Encryption – The solution must allow the following encryption protocols: TLS, SRTP SDES, SRTP MIKEY, IPSec Manual keys, IPSec IKE and IPSec IMS-AKA		
30. No encryption degradation - The solution must allow TLS, SRTP and IPSec with no degradation of overall platform capacity.		
31. Transcoding – The solution must allow transcoding between any of the following codec types: G.711, G.722, G.722.2 (AMR-WB), G.723.1, G.726, G.729/A/B, iLBC, AMR and GSM.		
32. No transcoding degradation – The solution must allow transcoding with no degradation of overall platform capacity		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8474-146725/A

420ej

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Form 3

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM

Signature of authorized signatory of OEM

Print Name of authorized signatory of OEM

Print Title of authorized signatory of OEM

Address for authorized signatory of OEM

Telephone no. for authorized signatory of OEM

Fax no. for authorized signatory of OEM

Date signed

Solicitation Number

Name of Bidder

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8474-146725/A

420ej

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Form 4**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 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 pursuant to the terms set out in the resulting contract:

[bidders should add or remove lines as needed]

Form 5**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 the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

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 _____

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
W8474-146725/A		420ej
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
Date signed		
Solicitation Number		
Name of Bidder		

Annex B - Appendix A INSTRUCTIONS TO BIDDERS	
Annex B - Appendix A - Instructions to Bidders	
INSTRUCTIONS AND NOTES	
1	<p>General Instructions:</p> <p>When completing the sheet the Bidder must only enter data into unshaded areas. The spreadsheet will automatically calculate the shaded areas where necessary. The formula located in the shaded areas are not to be changed by the bidder, unless instructed by PWGSC.</p> <p>The completed pricing table must include a price for every item listed in column B.</p> <p>Please note that bidders should type "\$0.00" for items offered at no additional charges or included with other line item.</p>
2	<p>All unit prices must:</p> <p>Be in Canadian Funds;</p> <p>Canadian custom duties and exercise taxes included where applicable; and</p> <p>Exclude the Goods and Services Tax (GST) and Harmonized Sales Tax (HST).</p>
3	<p>The bidder must complete the following sheets (tabs):</p> <p>Annex B Appendix A - Initial Purchase Goods & Maintenance Support Services</p> <p>Annex B Appendix B - Optional Purchase Goods Maintenance Support Services</p> <p>Annex B Appendix C - Professional Services & Training</p>

Solicitation No. - N° de l'invitation
W8474-146725/A

And. No. - N° de la modif.

Buyer ID - Id de l'acheteur
420EJ

Client Ref. No. - N° de réf. du client
W8474-146725

File No. - N° du dossier
W8474-146725

CCC No./N° CCC - FMS No./N° VME

Annex B - Appendix A - Purchase items & Services													
INITIAL CONTRACT PERIOD					4 ADDITIONAL 1-YEAR OPTION FOR MAINTENANCE AND SUPPORT SERVICES FOR HARDWARE & SOFTWARE								
Line Item	Product Description	Product Code	Qty	Firm Lot Price	Extended Total Price	OPTION YEAR 1		OPTION YEAR 2		OPTION YEAR 3		OPTION YEAR 4	
						Firm Monthly Price	Extended Monthly Price	Firm Monthly Price	Extended Monthly Price	Firm Monthly Price	Extended Monthly Price	Firm Monthly Price	Extended Monthly Price
A	B	C	D	E	F = D x E	G	H = D x G x 12	I	J = D x I x 12	K	L = D x K x 12	M	N = D x M x 12
1	SBC appliance that meets all of the mandatory requirements detailed in the Statement of Work, including any required cabling and High Availability (Active/Standby), redundant power supplies and a license for 150 sessions upgradeable to 2000 sessions, INCLUDING 1-YEAR RETURN TO DEPOT WARRANTY/MAINTENANCE AND SUPPORT FOR HARDWARE AND SOFTWARE.		2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Centralized Network Management Platform that meets all of the mandatory requirements detailed in the Statement of Work, INCLUDING 1-YEAR RETURN TO DEPOT WARRANTY/MAINTENANCE AND SUPPORT FOR HARDWARE AND SOFTWARE.		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL													\$0.00
Notes:													
Optional Year 1 means the twelve (12) month period of maintenance services starting at the end of initial year													
Optional Year 2 means the twelve (12) month period of maintenance services starting at the end of Optional year 1													
Optional Year 3 means the twelve (12) month period of maintenance services starting at the end of Optional year 2													
Optional Year 4 means the twelve (12) month period of maintenance services starting at the end of Optional year 3													

Annex B - Appendix B - Optional Purchase Items and Services																
OPTION GOODS							OPTIONS MAINTENANCE AND SUPPORT									
Line Item	Product Description	Product Code	Qty	Firm Lot Price	Extended Total Price	INITIAL YEAR			OPTION YEAR 1		OPTION YEAR 2		OPTION YEAR 3		OPTION YEAR 4	
						Product Code	Firm Monthly Price	Extended Monthly Price	Firm Monthly Price	Extended Monthly Price	Firm Monthly Price	Extended Monthly Price	Firm Monthly Price	Extended Monthly Price	Firm Monthly Price	Extended Monthly Price
A	B	C	D	E	F = D x E	G	H	I = D x H x 12	J	K = D x J x 12	L	M = D x L x 12	N	O = D x N x 12	P	Q = D x P x 12
Option 1	SBC appliance that meets all of the mandatory requirements detailed in the Statement of Work, including any required cabling and High Availability (Active/Standby), redundant power supplies and a license for 150 sessions upgradeable to 2000 sessions, INCLUDING 1-YEAR RETURN TO DEPOT WARRANTY/MAINTENANCE AND SUPPORT FOR HARDWARE AND SOFTWARE		6	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 2	Centralized Network Management Platform that meets all of the mandatory requirements detailed in the Statement of Work, INCLUDING 1-YEAR RETURN TO DEPOT WARRANTY/MAINTENANCE AND SUPPORT FOR		2	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 3	License Upgrade from 150 - 250 sessions		6	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 4	License Upgrade from 250 - 500 sessions		6	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 5	License Upgrade from 500- 1000 sessions		4	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 6	License Upgrade from 1000 - 2000 sessions		4	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL					\$0.00			\$0.00		\$0.00			\$0.00		\$0.00	\$0.00
TOTAL																

Annex B - Appendix C - Professional Services & Training						
Line Item	Professional Services Resource Category	Details	Product Code	No. of days/Students	Firm Daily / Per Student Rate	Extended Rate
A	B	C	D	E	F	G = E x F
Option 1	Professional Services - Classroom Training	Professional service per student for classroom instruction (per student basis)		40	\$0.00	\$0.00
Option 2	Professional Services - Product Support & Programming and Device Implementation	Per Diem rate		50	\$0.00	\$0.00
Total Professional Services and Training						\$0.00

Solicitation No. - N° de l'invitation
W8474-146725/A

Client Ref. No. - N° de réf. du client
W8474-146725

Amd. No. - N° de la modif.

File No. - N° du dossier
W8474-146725

420EJ

SUMMARY SHEET-ALL COMPONENTS	
Description	Bid Price
A	B
Appendix A: Purchase Items	
Purchase Items	\$0.00
Appendix B: Optional Purchase Items	
Purchase Items	\$0.00
Appendix C: Optional Professional Services	
Professional services and Training	\$0.00
TOTAL BID PRICE	



Government
of Canada

Gouvernement
du Canada

RECEIVED

OCT 21 2013

Contract Number / Numéro du contrat

W8474-146725

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction ADM(IM)/DGIMTSP/DIMEI
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Contract is to implement and configure a Session Border Controller in the classified lab environment. This SRCL is for the purpose of allowing the contractor to have a building access pass, email and to perform work unescorted.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W8474-146725

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

☒ No ☐ Yes
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:

Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☒ Yes
Non Oui

☐ No ☒ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

W8474-146725

Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Bénéfices Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W8474-146725

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Captain Gary Pecht	PTL Manager	
Telephone No. - N° de téléphone (613) 998-9626	Facsimile No. - N° de télécopieur (613) 990-4990	E-mail address - Adresse courriel gary.pecht@forces.gc.ca
		Date 27 June 2013

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Signature		
Sasha Medjovic - CF MP-6P HQ - Industrial Security Senior Security Analyst Tel: 613-949-1066 / Fax: 613-949-1069 E-mail: sasha.medjovic@forces.gc.ca			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
			213-06-27

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
Non ☒ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Jacques Saumur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
			30-OCTOBER-2013

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171