

**COMMERCIAL IN-CONFIDENCE**



**RESERVE BANK OF AUSTRALIA**

**Request for Tender (RFT)  
for:**

***Next Generation Firewall Supply***

**Tender No. : ST-FW-02**

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**The Lodgement Time for this Tender is:**

**12:00 noon  
5 March 2012**

**Late Tenders will not be accepted.**

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## **1. INTRODUCTION**

### **1.1 Overview of Services**

- 1.1.1 The Reserve Bank is issuing this Tender with a view to entering into a contract for the supply of Next Generation Firewalls together with support and maintenance, as detailed in Section 3 (Next Generation Firewall Supply Brief ) and this Section 1 (Introduction).
- 1.1.2 The RBA currently has firewalls in production which will be end of life over the next two years. This tender is to replace these with Next Generation Firewalls in order to increase the protection and visibility of the information traversing RBA networks.
- 1.1.3 The RBA reserves the right to withhold the issuance of this tender document to any party or parties that intend to use the contents of this document for purposes other than the intent of responding to this tender.

### **1.2 Term of Contract**

- 1.2.1 The Reserve Bank intends to progressively purchase firewalls over 2 years and is looking to enter a support and maintenance contract term for a minimum term of three (3) years (per firewall) with on-going annual renewal options, up to an expected maximum of five (5) years.
- 1.2.2 Options should include a cost breakdown including maintenance and support:
- Purchase paid up front for three (3) years
  - Purchase paid up front for one (1) year plus the extra two (2) years
  - Purchase paid in monthly instalments for one (1) year plus two (2) years paid upfront
  - Extra two (2) years maintenance and support paid up front
  - Extra two (2) years maintenance and support paid annually
- 1.2.3 Should there be any significant or on-going failure to meet the expected service levels then the agreement may be terminated by Reserve Bank at any stage without penalty and with no requirement from the Reserve Bank to pay out any remaining minimum contract term commitment.

## 1.3 Bank Contact Officer

1.3.1 All enquiries regarding the services required by this RFT should be referred in writing to:

Raznal Yap  
Senior Security Analyst, Security  
Systems and Technology  
[yapr@rba.gov.au](mailto:yapr@rba.gov.au)

## 2. TENDER CONDITIONS

### 2.1 Interpretation

2.1.1 In this RFT, unless the context requires otherwise:

**Closing Time** means the date and time in Clause 2.9.

**Commonwealth** or **Cth** means the Commonwealth of Australia.

**Conditions for Participation** means the conditions for participation set out in Clause 2.24 of this RFT.

**Confidential Information** means information that is by its nature confidential, and:

- (a) is designated by the Reserve Bank or the Tenderer as confidential; or
- (b) the Reserve Bank or the Tenderer knows is confidential; or
- (c) is proprietary to the Reserve Bank or the Tenderer.

2.1.2 **Contact Officer** means the person/s identified in Clause 1.2.3 (the **Contact Officer**)

**Contract** means the contract (if any) entered into by the Reserve Bank and the successful Tenderer(s).

**Contractor** means the entity with whom the Reserve Bank enters into the Contract.

**Late Tender** means a Tender which is late pursuant to Clause 2.11.

**Minimum Content and Format Requirements** means the minimum content and format required for Tenders as set out in Clause 2.24 (Assessment Criteria & Methodology).

**NGFW Requirements** means the detailed requirements of the Reserve Bank as set out in Section 3 (Next Generation Firewall Supply Brief) and Schedule 4 of Section 4.

**Preferred Tenderer** means the Tenderer or Tenderers selected by the Reserve Bank as preferred at the completion of the evaluation process.

**Request for Tender** or **RFT** means this Request for Tender, including all Parts, Schedules, Attachments, Annexures and/or Appendices (if any) and any variations and addenda issued in accordance with Clause 2.7 (Variations & Addenda to the RFT).

**Reserve Bank** means the Reserve Bank of Australia (RBA), an Agency in accordance with the *Commonwealth Authorities and Companies (CAC) Act 1997*.

**Services** means all or any part of the services to be provided by the successful Tenderer under the Contract, as amended from time to time.

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**Tender** means any tender submitted in response to this RFT.

**Tenderer** means any entity that submits or considers submitting a Tender.

## 2.2 Tender Documents

2.2.1 The tender documents comprise:

- (a) this RFT including, in particular, Section 3 (Next Generation Firewall Supply Brief);
- (b) any written variation or addenda issued by the Reserve Bank in accordance with Clause 2.7; and
- (c) the schedules in Section 4 (**Schedules**), as completed by a Tenderer and provided to the Reserve Bank.

2.2.2 Unless the context indicates otherwise, a reference in this RFT to "tender documents" is a reference to the documents listed in Clause 2.2.1.

## 2.3 No Contractual Obligation

2.3.1 Nothing in this RFT will be construed to create any binding contract (express or implied) between the Reserve Bank and any Tenderer until a written contract is entered into with the successful Tenderer(s) (if any). Any conduct or statement whether prior to or subsequent to the issuance of this RFT is not, and this RFT is not, and must not be deemed to be:

- (a) an offer to contract; or
- (b) a binding undertaking of any kind by the Reserve Bank (including, without limitation, quasi-contractual rights, promissory estoppel, or rights with a similar legal basis).

## 2.4 Conditions on Reserve Bank Provision of Information

2.4.1 All information written, oral or in any other form which has been and may subsequently be made available to Tenderers is provided on the following conditions:

- (a) in making a decision to submit or not to submit a Tender or in interpreting this RFT, Tenderers must not rely on:
  - (i) any representation, whether orally or in writing, other than as expressed in this RFT or in any addenda to this RFT; or
  - (ii) other conduct of the Reserve Bank, or any of its officers, employees, advisers or agents.
- (b) the contents of this RFT are believed to be accurate as at the date of issue of this RFT. The accuracy of any statements, projections, opinions, forecasts or other information contained in this RFT may change.
- (c) where any such information relates to future matters, no steps have been taken to verify that the information is based on reasonable grounds, and no representation or warranty, whether express or implied, is made by the Reserve Bank, or any of its officers, employees,

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advisers or agents that the statements contained in this RFT are accurate or will be achieved.

- (d) except so far as liability under any statute cannot be excluded and then only to the extent required by statute, neither the Reserve Bank, nor its officers, employees, advisers and agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with the statements, opinions, projections, forecasts or other representations, actual or implied, contained in or omitted from this RFT or by reason of any reliance thereon by any person or body.
- (e) Tenderers must seek their own professional advice as appropriate.

## 2.5 Responsibility of Tenders to Obtain Information Themselves

- 2.5.1 It is the sole responsibility of Tenderers to obtain all information necessary and relevant to a Tender response to this RFT.
- 2.5.2 All Tenderers are deemed, and acknowledge accordingly, to have:
  - (a) examined this RFT, any documents referred to in this RFT, and any other information made available in writing by the Reserve Bank to Tenderers for the purpose of tendering;
  - (b) sought and examined all further information relevant to the risks, contingencies, and any other circumstances which have an effect on a Tenderer's Tender and which is obtainable by making reasonable enquiries;
  - (c) satisfied themselves as to the correctness and sufficiency of their Tender including their tendered prices; and that its price covers the cost of fully complying with all the obligations of the RFT and of all matters and things necessary for the due and proper performance and completion of the services described in the RFT; and
  - (d) make its own interpretations, deductions and conclusions from the information made available and accepts full responsibility for such interpretations, deductions and conclusions.

## 2.6 Rights of the Reserve Bank

- 2.6.1 In addition to, and without limiting its other rights in this RFT, at law or otherwise, the Reserve Bank may, in its sole and absolute discretion and at any stage of the RFT process, do all or any of the following:
  - (a) demand the immediate return or destruction or deletion (including from all electronic records and systems) of this RFT by any party or parties to which it has been provided, including, without limitation, any party or parties that intend to use the contents of this document for purposes other than responding to this RFT;
  - (b) amend this RFT;
  - (c) suspend, postpone or cancel this RFT process or any part of it at any time and the Reserve Bank will not be liable for any loss, damage or cost caused to, or incurred by, Tenderers by such an event;

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- (d) vary or extend any time or date in this RFT at any time and for such period as Reserve Bank in its sole and absolute discretion considers appropriate;
- (e) not accept the lowest price submitted;
- (f) contract for part of the services only, enter into a contract with more than one Tenderer or exclude any part of the Services from any contract entered as it sees fit;
- (g) negotiate with one or more Tenderers in respect of fees, contract terms or any other matter without prior notice to any other Tenderer in order to maximise value for money for the Reserve Bank;
- (h) terminate any negotiations being conducted at any time with any Tenderer for any reason;
- (i) request clarification from any Tenderer or anyone else on any aspect of a Tender;
- (j) provide additional instructions, information or clarification; and
- (k) shortlist Tenderers.

## 2.7 Variations & Addenda to the RFT

- 2.7.1 Variations and addenda to this RFT may be issued by the Reserve Bank prior to the Closing Time, as specified in Clause 2.9 (Closing Time), for the purposes of clarifying or amending this RFT, the associated documents and attachments.
- 2.7.2 Changes and variations to this RFT will be made only by formal written addendum to this RFT issued via AusTender.

## 2.8 Electronic Lodgement

- 2.8.1 Tenders must be lodged electronically via email to [st-tender@rba.gov.au](mailto:st-tender@rba.gov.au) before the Tender Closing Time and in accordance with the Tender lodgement procedures set out in this 2.12.
- 2.8.2 Tenders lodged by any other means, including by hand, facsimile or email to other addresses, will not be accepted.
- 2.8.3 Tenders must be delivered in accordance with clause 2.8.1, no later than the Closing Time. Subject to this RFT, Tenders that are not lodged prior to the Closing Time will be excluded from evaluation by the Reserve Bank.
- 2.8.4 Should the Tenderer become aware of any discrepancy, error or omission in the original Tender response once submitted and wishes to submit a correction and/or additional information, that correction and/or additional information must be in writing and submitted on or before the Closing Time, in the same manner as for the initial Tender.

## 2.9 Closing Time

- 2.9.1 The Closing Time for the submission and lodgement of Tenders under this RFT is:

**12:00 noon local time in Sydney  
on 5 March 2012**



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- 2.9.2 Tenders must be lodged before the Closing Time.
- 2.9.3 The time displayed on RBA mail server logs is deemed to be the correct time and will be the means by which the Reserve Bank will determine whether a Tender has been lodged by the Closing Time. The RBA mail server uses a stratum 1 GPS time source.
- 2.9.4 Submission of a Tender by the Closing Time is entirely the responsibility of the Tenderer.
- 2.9.5 The judgment of the Reserve Bank as to the actual time that a Tender is submitted is final.
- 2.9.6 It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither the Reserve Bank nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or internet connectivity.

## 2.10 Extension of Deadline for Submission of Tenders

- 2.10.1 The Closing Time for the submission of Tenders may be extended at the sole and absolute discretion of the Reserve Bank, before the Closing Time.

## 2.11 Late Tenders Policy

- 2.11.1 Any Tender:
  - (a) received after the Closing Time; or
  - (b) received at any location (including any Reserve Bank location), or via any method than that specified in Clause 2.8.1,other than solely due to mishandling by the Reserve Bank will be deemed to be a Late Tender. Late Tenders will be deleted and otherwise destroyed and will not be admitted to the evaluation process.
- 2.11.2 For the avoidance of doubt, for the purposes of clause 2.11.1 mishandling by a third party engaged by a Tenderer to lodge a Tender does not constitute mishandling by the Reserve Bank.

## 2.12 Preparing to Lodge a Tender

- 2.12.1 In submitting their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender response files are free of viruses, worms or other disabling features which may affect the Reserve Bank computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.
- 2.12.2 Tenderers must lodge their Tender in accordance with the requirements set out in this Clause 2.12 (Preparing to Lodge a Tender) for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not submitting successfully and/or may eliminate the Tender from consideration.
- 2.12.3 Reserve Bank will accept Tenders lodged in Microsoft Word 2003 (or above), Microsoft Excel

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2003 (or above) or PDF format v9 (or above).

2.12.4 The Tenderer's submission email subject line:

- (a) should incorporate the tender number of this tender, that is ST-FW-02;
- (b) should incorporate the Tenderer's company name;
- (c) should reflect the various parts of the Tender they represent, where the Tender submission comprises multiple emails.

2.12.5 The Tender file name/s:

- (a) should incorporate the tender number of this tender, that is ST-FW-02;
- (d) should incorporate the Tenderer's company name;
- (e) should reflect the various parts of the Tender they represent, where the Tender comprises multiple files;
- (f) must not contain \ / : \* ? " < > | characters; and
- (g) must not exceed 100 characters.

2.12.6 Tender files:

- (a) should not exceed a combined file size of 10 megabytes per upload;
- (b) should be zipped (compressed) together for transmission to the tender submission email address.

2.12.7 Each email submission should not exceed the combined file size limit of 10 megabytes. If a submission would otherwise exceed 10 megabytes, Tenderers should either:

- (a) transmit the Tender files as a compressed (zip) file not exceeding 10 megabytes; and/or
- (b) submit the Tender in multiple emails ensuring that each email does not exceed 10 megabytes and clearly identify each upload as part of the Tender.

2.12.8 If a Tender consists of multiple submissions, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.

2.12.9 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

## **2.13 Scanned or Imaged Material, Including Statutory Declarations**

2.13.1 Scanned images of signed and/or initialled pages within the Tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total file size does not exceed the 10 megabyte limit. The use of scanned or imaged material, where it expands the Tender file size beyond the 10 megabyte limit per upload, is prohibited. Such material may be provided separately via CD-ROM to the Contact Officer at the address specified, provided they are received prior to the Closing Time.

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2.13.2 In the event that clarification of a lodged Tender is required, Tenderers may be required to courier or security post the originals of the signature and/or initialled pages to the Reserve Bank addressed to the Contact Officer.

### 2.14 Lodgement process

2.14.1 Before submitting their Tender, Tenderers must:

- (a) ensure their solution meets the minimum requirements identified in this RFT;
- (b) take all steps to ensure that the Tender is free from anything that might reasonably affect usability or the security or operations of the Reserve Bank computing environment;
- (c) ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Reserve Bank; and
- (d) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in Clause 2.12 (Preparing to Lodge a Tender) or otherwise advised by the Reserve Bank.

2.14.2 Tenderers must allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.

2.14.3 If Tenderers have any problem in submitting a Tender they must contact the Reserve Bank via the Contact Officer prior to Closing Time.

### 2.15 Late Tenders, Incomplete Tenders and Corrupted Files

2.15.1 Any attempt to lodge a Tender after the Closing Time will not be permitted. Such a Tender will be deemed to be a Late Tender.

2.15.2 Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file/s has completed successfully, as confirmed by Reserve Bank system logs, the Tender will not be deemed to be a Late Tender.

2.15.3 Where a Tender lodgement consists of multiple submissions, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and Clause 2.15.2 will only apply to the final upload.

2.15.4 Late Tenders, incomplete Tenders, including those with electronic files that cannot be read or decrypted, Tenders which the Reserve Bank believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Reserve Bank's computing environment, will be excluded from evaluation.

### 2.16 Proof of lodgement

2.16.1 When a Tender lodgement has successfully completed, an automated email receipt will be sent from the tender mailbox. It is essential that Tenderers save and print this email receipt as proof

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of lodgement.

- 2.16.2 Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to Clause 2.11 (Late Tenders Policy).

### **2.17 Tender Submission security**

2.17.1 Tenderers acknowledge that:

- (a) lodgement of their Tender on time and in accordance with this RFT is entirely their responsibility; and
- (b) Neither the Reserve Bank nor the Commonwealth of Australia will be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

### **2.18 Ownership of the RFT & Tender Documents**

- 2.18.1 All documents comprising this RFT, including all its parts, appendices, attachments, schedules, annexures, variations and addenda remain the property of the Reserve Bank, but each Tenderer is permitted to use them for the purpose only of compiling its Tender and, where relevant, for negotiating the terms of a Contract with the Reserve Bank.
- 2.18.2 All copies of the Tender submitted to the Reserve Bank become the property of the Reserve Bank. The Reserve Bank may replicate the Tender documents and use them for the purposes of the RFT process including Tender evaluation, the preparation of any Contract to be entered into by the Reserve Bank, audit requirements and complying with Commonwealth requirements.

### **2.19 Alternative Proposals**

- 2.19.1 The Reserve Bank is not obliged to consider any alternative proposal unless a fully conforming tender is submitted concurrently. The Reserve Bank may, however, in its absolute discretion and without having any obligation to do so, consider and accept any alternative proposal.

### **2.20 Tender Validity Period**

- 2.20.1 Tenders will remain valid for not less than six (6) months from the Tender Closing Time.

### **2.21 Alterations, Erasures or Illegibility**

- 2.21.1 If, at any time, the Reserve Bank considers that there are unintentional errors of form in a Tender, the Reserve Bank may, in its sole and absolute discretion, allow the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the

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Tender.

- 2.21.2 If the Reserve Bank provides any Tenderer with the opportunity to correct unintentional errors of form after the Closing Time, it will provide the same opportunity to all other Tenderers.

### **2.22 Collusive Behaviour & Improper Conduct in Tendering**

- 2.22.1 Tenderers and their officers, employees, agents and subcontractors must not engage in any collusive tendering, anti-competitive conduct or any similar behaviour with any other Tenderer or any other person in relation to the preparation or submission of Tenders.
- 2.22.2 The Reserve Bank may involve the Australian Competition and Consumer Commission (ACCC) in relation to any competition issues concerning a Tenderer or related to a Tender.
- 2.22.3 Tenderers must not use the improper assistance of any Reserve Bank employee, or use information obtained unlawfully or in breach of an obligation of confidentiality to the Reserve Bank, in preparing their Tender.
- 2.22.4 By submitting a Tender, each Tenderer warrants that neither the Tenderer nor any of its officers, employees, agents or subcontractors has attempted or will attempt to improperly influence an officer, employee, adviser or agent of the Reserve Bank in connection with the evaluation of Tenders, nor approach any Minister or Commonwealth officer concerning the Tender process other than the Contact Officer.
- 2.22.5 In addition to any other remedies available under any law or any contract, the Reserve Bank reserves the right, in its sole and absolute discretion, immediately to reject at any time any Tender submitted by a Tenderer that is engaging or has engaged in any collusive tendering, anti-competitive conduct or any other similar conduct in relation to the preparation or submission of Tenders or which does not otherwise comply with this Clause 2.22 (Collusive Behaviour & Improper Conduct in Tendering).
- 2.22.6 Tenderers must not make false or misleading statements in their Tenders.

### **2.23 Conflict of Interest**

- 2.23.1 Tenderers warrant that at the time of submitting their Tenders, no conflict of interest exists, or is likely to arise, which would affect the performance of their obligations under any Contract entered with the Reserve Bank arising out of this RFT.
- 2.23.2 In the event of a conflict of interest being identified the Reserve Bank may, in its sole and absolute discretion, exclude the Tender from further consideration.

### **2.24 Assessment Criteria & Methodology**

- 2.24.1 Tenders will be assessed against the following Conditions for Participation and the Minimum Content and Format Requirements. Tenders that do not meet the Conditions for Participation and the Minimum Content and Format Requirements will be excluded from further

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consideration;

- (a) Tenderers are required to meet all of the conditions of tender and adhere to all of the requirements provided in this RFT;
- (b) must not be named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth);
- (c) must not have any unpaid claims in respect of judicial decisions (other than decisions subject to appeal) made against the Tenderer or its subcontractors relating to employee entitlements;
- (d) the Minimum Content and Format Requirements applicable to this RFT process are that the Tenderer fully completes to the satisfaction of the Reserve Bank and submits the Schedules to this RFT which are provided in Section 4 (Schedules).

2.24.2 Tenders that meet the Conditions for Participation and the Minimum Content and Format Requirements will be evaluated against the following criteria (not necessarily in the following order):

- (a) value for money;
- (b) capability of the solution, having regard to Section 3 (Next Generation Firewall Supply Brief);
- (c) Tenderer contract conditions being in accordance with Clause 1.2 (Term of Contract);

2.24.3 Tenders should note that neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Reserve Bank.

## 2.25 Privacy

2.25.1 Tenderers are advised that it is Australian Government policy to ensure that there is no loss of privacy protection when an Australian Government body contracts for the performance of services.

2.25.2 The preferred tenderer (if any) must agree in the Contract to comply with the *Privacy Act 1988* (Cth), including the Information Privacy Principles, National Privacy Principles and privacy codes of practice, although there may be no legislative requirement to do so.

2.25.3 Each Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the *Privacy Act 1988* (Cth).

## 2.26 Confidential Information & Security Requirements

2.26.1 All Tenderers are required to ensure that they and any of their officers, employees, agents or subcontractors involved in any way in preparing their Tender do not disclose to any other person any Confidential Information concerning the affairs of the Reserve Bank acquired or obtained in the course of preparing a Tender for this RFT.

2.26.2 All Tenders will be treated by the Reserve Bank as Confidential Information of the Tenderer.

## 2.27 Goods & Services Tax (GST)

- 2.27.1 The Contract will include a provision under which, to the extent that the Contractor is liable for an amount of GST in connection with the provision of the supply:
- (a) the Contractor may add the amount of GST to the agreed price; and
  - (b) the Reserve Bank must pay the agreed price plus the amount of the GST.

## 2.28 Freedom of Information

- 2.28.1 Tenderers should note the operation of the *Freedom of Information Act 1982 (Cth)* which grants members of the public rights of access to official documents of the Australian Government and its agencies including the Reserve Bank.
- 2.28.2 Tenderers should obtain and will be deemed to have obtained their own advice on the impact of the *Freedom of Information Act 1982 (Cth)* on their Tender.

## 2.29 Compliance with Laws & Commonwealth Policies

- 2.29.1 By submitting a Tender, Tenderers undertake to comply with all statutes, regulations, by-laws, codes, ordinances or subordinate legislation in force from time to time, including in particular but not limited to:
- (a) *Crimes Act 1914 (Cth)*;
  - (b) *Privacy Act 1988 (Cth)*;
  - (c) *Auditor-General Act 1997 (Cth)*; and
  - (d) All applicable work, health and safety laws.

## 2.30 Equal Opportunity for Women in the Workplace

- 2.30.1 It is Australian Government policy that the Commonwealth does not acquire goods or services from a supplier who does not comply with the *Equal Opportunity for Women in the Workplace Act 1999 (Cth) (EO Act)*.
- 2.30.2 It will be a term of the contract with any successful Tenderer(s) that it complies with the EO Act. A further term of the Contract will be that the successful Tenderer(s) does not enter into a contract in relation to the Services with a non-complying supplier. The Reserve Bank may decide not to further consider a Tender submitted by a Tenderer who is currently named as not complying with the EO Act.

## 2.31 Applicable Law & Court Jurisdiction

- 2.31.1 The laws in force in New South Wales apply to this RFT. All Tenderers agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

### **3. NEXT GENERATION FIREWALL SUPPLY BRIEF**

#### **3.1 Definition of Next Generation Firewall**

- 3.1.1 In terms of this RFT the Reserve Bank has defined a Next Generation Firewall as a firewall which is an integrated network platform that is application aware, able to perform deep packet inspection of traffic and blocking of attacks at both the traditional port/protocol level and at the application layer
- 3.1.2 This RFT excludes:
- (a) Dedicated Intrusion Prevention Systems (IPS)
  - (b) Dedicated Web Application Firewalls (WAF)
  - (c) Externally managed/hosted firewall services
- 3.1.3 The requirements of the Next Generation Firewall are set out in Schedule 4 of Part 4.



## 4. SCHEDULES

The following pages constitute the schedules to be completed by Tenderers.

## 4.1 Schedule 1 – Tenderer’s Particulars and Declaration

### A. Tenderer’s Particulars

1 Name of organisation submitting the Tender

2 Address for correspondence

3 Main business address (if different from above)

4 Australian Business Number (ABN) (if applicable)

5 Person applying on behalf of the company

6 Position in company

7 Contact details (telephone, fax and e-mail)

8 Is the Tenderer a sole trader, partnership, private company, public limited company or other? (Please specify)

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- 9 Details of management team. Specifically the account manager, service delivery manager and any other relevant management contacts.

- 10 If the Tenderer is a company and is a member of a group of companies, give the name and address of the ultimate holding company.

- 11 Would the ultimate holding company or, if none, the directors, be prepared to guarantee your Contract performance?

Yes

No

- 13 Do you agree to the Tender Conditions set out in Part 2 of this RFT in their entirety?

Yes

No

If "No" provide a full explanation for any clauses of the Conditions of Tender which you do not agree with.

**B. Tenderer's Declaration**

Full Name of Tenderer: \_\_\_\_\_

Request for Tender Number: **ST-FW-02**

I/We offer to supply/provide/perform the Products/Services, as specified in Request for Tender (RFT Number **ST-FW-02**), at the prices, fees, rates & charges tendered in **Schedule 3 – Tender Pricing**, and in accordance with the Tender Conditions set out in **Part 2** of the RFT.

I/We also declare that all the information contained in the completed Tender Schedules are true and correct in every respect.

I/We also warrant that I/We are duly authorised by our business entity to complete, sign and submit all these Tender Schedules for and on behalf of our business entity.

1. The Tender remains open for acceptance by the Reserve Bank for at least six (6) months from the Closing Time.
2. Do you warrant that:
  - (a) there are no false or misleading statements in the Tender;
  - (b) the Tender has not been prepared using improper assistance of any Commonwealth employee, or use information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth;
  - (c) the Tenderer and its officers, employees, agents and subcontractors have not engaged in any collusive tendering, anti-competitive conduct or any similar behaviour with any other Tenderer or any other person in relation to the preparation or submission of Tenders;
  - (d) neither the Tenderer nor any of its officers, employees, agents or subcontractors has attempted or will attempt to improperly influence an officer, employee, adviser or agent of the Reserve Bank in connection with the evaluation of Tenders, nor approach any Minister or Commonwealth officer concerning the Tender process, other than the Contact Officer;
  - (e) no conflict of interest exists or is likely to arise which would affect the performance of the obligations of your business entity under the proposed Contract and
  - (f) neither the Tenderer nor any of its officers, employees, agents or subcontractors has disclosed to any other person any Confidential Information concerning the affairs of the Reserve Bank acquired or obtained in the course of preparing this Tender.

**YES/NO** (Please cross out whichever is not applicable). If **NO** please provide details here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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3. Is your business entity currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth) as determined by the Director of Equal Opportunity for Women in the Workplace Agency?

**YES/NO** (Please cross out whichever is not applicable). If **YES** please provide details here:

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4. Are there any parts of your Tender response you request to be considered as “Confidential Information” within the meaning of the term under this RFT?

**YES/NO** (Please cross out whichever is not applicable). If **YES** please identify them here by a brief reference to each subject matter and the **Tender Schedule** to which they relate or belong, with an explanation of why it is necessary to keep the information confidential:

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5. Does your business entity have any unpaid claims in respect of judicial decisions relating to employee entitlements?

**YES/NO** (Please cross out whichever is not applicable) If **YES** please provide details here:

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Date: ...../...../.....

.....  
*(Signature of Authorised Officer) (Position Title)*

.....  
*(Printed Name of Authorised Officer)*

.....  
*(Signature of Witness to Signature) (Printed Name of Witness)*

.....  
*(Signature of Authorised Officer) (Position Title)*

.....  
*(Printed Name of Authorised Officer)*

.....  
*(Signature of Witness to Signature) (Printed Name of Witness)*

## **4.2 Schedule 2 – Executive Summary**

The Tenderer is to provide an executive summary of the Products/Services being offered. Include details of the Tenderer's organisation (e.g. structure, history, philosophies, business rules and principles, aims and services); and its knowledge, skills, experience and capacity in relation to the Products/Services:

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**4.3 Schedule 3 – Tender Pricing**

4.3.1 Tenderer’s are requested to supply pricing for the supply of next generation firewalls and associated enterprise level support. Pricing **must** be in Australian Dollars and exclusive of GST, per clause 2.27. All pricing must be complete.

4.3.2 The contract to purchase next generation firewalls (and to commence support) will be staged over 2 years. Initial firewall purchases will start in 2012 and complete in 2013. Support **must** run for at least three years from delivery (per firewall). See section 1.2.2 for cost options.

4.3.3 The following is the expected purchase timetable:

<b>External firewalls (Q2 2012)</b>	<b>Purchase paid up front for 3 years</b>	<b>Purchase paid up front for 1 year plus extra 2 years</b>	<b>Purchase paid in monthly instalments for 1 year plus 2 years paid up front</b>	<b>Extra 2 years maintenance and support paid up front</b>	<b>Extra 2 years maintenance and support paid annually</b>
Head office site: 4x External Internet  2x External access					
Business Recovery site: 4x External Internet  2x External access					
2x Central Management Console (Appliance or VMware ESX Image)					
Total cost:					

<b>Data Centre firewalls (Q4 2012/Q1 2013)</b>	<b>Purchase paid up front for 3 years</b>	<b>Purchase paid up front for 1 year plus</b>	<b>Purchase paid in monthly instalments for 1 year plus 2</b>	<b>Extra 2 years maintenance and support</b>	<b>Extra 2 years maintenance and support</b>



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	<b>years</b>	<b>extra 2 years</b>	<b>years paid up front</b>	<b>paid up front</b>	<b>paid annually</b>
Head office site: 4x Data Centre Core  5x Partners and management					
Business Recovery office site: 4x Data Centre Core  5x Partners and management					
Total cost:					

<b>Other business firewalls (Q3 2013)</b>	<b>Purchase paid up front for 3 years</b>	<b>Purchase paid up front for 1 year plus extra 2 years</b>	<b>Purchase paid in monthly instalments for 1 year plus 2 years paid up front</b>	<b>Extra 2 years maintenance and support paid up front</b>	<b>Extra 2 years maintenance and support paid annually</b>
Head office site: 2x Other business					
Business Recovery office site: 2x Other business					
Total cost:					

4.3.4 Any Other Pricing:

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- (a) Tenderers are welcome to provide any other pricing that may be relevant to their Tender submission.

## 4.4 Schedule 4 – Response to Statement of Requirements

Tenderers must specifically address each of the criteria in the tables below. Tenderer to clearly:

- (a) demonstrate their understanding of the service requirement;
- (b) explain how their product can deliver the service; and
- (c) provide examples of how the Tenderer delivers similar services to existing clients.

Tenderers **must** meet the following criteria:

Ref.	Mandatory Business Criteria
BU1	Increase the operational efficiency in the identification and tracking of security events
BU2	Lower the operational impact during failovers due to system/component failures
Ref.	Mandatory Technical Criteria
TE1	EAL4+ or under EAL4+ CC evaluation – provide completion date
TE2	High Availability – stateful failover on link/service/component failure – describe methods
TE3	IPv6 compliant – IPv4/IPv6 dual stack – specify which RFCs
TE4	Centralised management – IPv6 compliant (or road mapped )
TE5	802.1Q VLAN tagging
TE6	10Gbps throughput
TE7	Integrated IPS – include IPS throughput performance
TE8	Capability to define policy by service/user/application including visibility and tracking
TE9	OSPF implementations for IPv4 and IPv6 (or road mapped)
TE10	Active Directory/LDAP integration for user identification
TE11	Compatible with Cisco equipment – no manual configuration required such as adding static ARPs
TE12	Lights Out or similar out of band remote management console
TE13	Full packet capture and export capability
TE14	QoS

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<b>Ref.</b>	<b>Mandatory Administration Criteria</b>
AD1	Users can be managed in groups
AD2	Devices can be managed in groups
AD3	Integration with RADIUS for administration (RSA SecurID preferred)
<b>Ref.</b>	<b>Mandatory Logging Criteria</b>
LG1	Log format compatible with ArcSight SIEM
LG2	Logs for security events including standard src/dest/service/applications/users, administrative and changes
<b>Ref.</b>	<b>Mandatory Alerting Criteria</b>
AL1	Can raise internal alerts based on attack/threats detected
AL2	Can send alerts via SMTP e-mail messages
AL3	Can generate an alert via SNMP traps
<b>Ref.</b>	<b>Mandatory Monitoring and Reporting Criteria</b>
MR1	Able to produce a report on a customised condition and export to CSV, html, txt, pdf etc, e.g. A report for names of rules hit per month or number attacks per day per port/service
MR2	Able to schedule reports to run daily/weekly/monthly and send out via emails
MR3	Real time monitoring of system status including performance, connections and threats
<b>Ref.</b>	<b>Mandatory Support Criteria</b>
SU1	Support available 24/7
SU2	Local support staff available to attend site for emergency cases
SU3	Next business day hardware replacement

Tenderers should use best endeavours to meet the following criteria:

<b>Ref.</b>	<b>Highly Desirable Criteria</b>
DS1	Zero downtime/packet loss for failovers
DS2	In service upgrades/patching
DS3	IP reputation services
DS4	Rated highly by Gartner Magic Quadrant
DS5	VPN origination and termination
DS6	Fine grained user role-based access control
DS7	SNMPv3 support

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DS8	40gbps throughput (or road mapped)
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#### **4.5 Schedule 5 – Tenderer Contract**

The Tenderer must provide a copy of any contract terms they propose for the supply of Next Generation Firewalls, and for the provision of related support and maintenance services, for the Bank's review. The Bank will request changes to the proposed contract terms where appropriate.

## **4.6 Schedule 6 – Tenderer Additional Information**

**(Including additional service offerings and suggestions)**

The Tenderer should provide here any information, additional to that already provided in the completed Schedules, that it considers would enhance their RFT response. Tenderers are also invited to include any additional products/services they may wish the Reserve Bank to consider and/or make suggestions as to how they might deliver the products/services requested.