

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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 Cable Television & Internet Service	
Solicitation No. - N° de l'invitation W0117-116849/A	Date 2012-05-16
Client Reference No. - N° de référence du client W0117-116849	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-101-8059	
File No. - N° de dossier WPG-1-34420 (101)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-27	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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: Wolowidnyk, Danielle	Buyer Id - Id de l'acheteur wpg101
Telephone No. - N° de téléphone (204) 983-6109 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 17 WING WTISS PO BOX 17000 STN FORCES WINNIPEG MANITOBA R3J 3Y5 Canada	

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

Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

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ANNEX A Statement of Work

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W0117-116849/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg101

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0117-116849
WPG-1-34420

ANNEX B	Basis of Payment
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Cable and Internet Services

PART 1 - GENERAL INFORMATION

1.0 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 Insurance Requirements; 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, the Basis of Payment, the Insurance Requirements, the Task Authorization Form and any other annexes.

2.0 Summary

To provide all labour, materials, equipment, permits, logistics and supervision necessary for the provision of a cable television/Internet Rental system for the Department of National Defence, Winnipeg, Manitoba, work must be done in accordance with Annex "A", Statement of Work. The period of the Contract is from **July 01, 2012 to 30 June 2015 inclusive**, with Canada retaining an irrevocable option to extend the Contract for two (2) additional one (1) year periods.

3.0 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1.0 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2.0 Submission of Bids

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

3.0 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4.0 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5.0 Improvement of Requirement During Solicitation Period

Should 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 reason 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 at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6.0 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **MAY 25TH, 2012 AT 10:00 AT WTISS SQN B136, DEPARTMENT OF NATIONAL DEFENCE, 17 WING WINNIPEG (NORTH SITE), WINNIPEG, MANITOBA**. Bidders must communicate with the Contracting Authority no later than one (1) day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1.0 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (three (3) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

Please see attached Annex F - Mandatory Requirements

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their Capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

The Bidder must submit its financial bid in accordance with Annex B, Basis of Payment. Financial proposals will be assessed as follows:

2.0 Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive including Annex F. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1.0 Certifications Precedent to Contract Award

Bidders must submit the certifications as provided below:

1.1 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.

1.1.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

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

1.1.2 Former Public Servant Certification

Contracts with 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.

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:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) 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, in the context of the fee abatement formula, 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.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES [] NO []

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES [] NO []

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

1.1.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

PART 6 - INSURANCE REQUIREMENTS & SECURITY

1.0

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, 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 ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. 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).

2.0 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, 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.

PART 7 - RESULTING CONTRACT CLAUSES

1.0 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

1.1 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the PWGSC 527, Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within one (1) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ TBD, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

B9031C 2011-05-16 Canada's Obligation - Portion of the Work - Task Authorizations

1.1.4 Periodic Usage Reports - Contracts with Task Authorization

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "E". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.
The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than seven (7) calendar days after the end of the reporting period.

1.1.5 Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For all authorized tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized Tas.

1.1.6 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or

- (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.1.7 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by DND. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

2.0 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2011-05-16), General Conditions - Higher Complexity, Services, apply to and form part of the Contract.

3.0 Term of Contract

3.1 Period of the Contract

The period of the Contract is from 01 July 2012 to 30 June 2015 inclusive.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional two (2) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least three (3) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.0 Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Danielle Wolowidnyk, B. A
Supply Specialist
Public Works and Government Services Canada
Wester Region
Acquisitions Section
Suite 100-167 Lombard Avenue
P.O. Box 1408
Winnipeg, MB R3C 2Z1

Telephone: (204) 983-6109

Facsimile: (204) 983-7796

E-mail address: *danielle.wolowidnyk@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.

4.2 Project Authority

The Project Authority for the Contract is: TBD

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

4.3 Contractor's Representative

Name: _____
 Title: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.0 Payment

5.0 Payment

5.1 Basis of Payment

5.1.1 Basis of Payment - Firm Lot Price for Scheduled Services

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$____TBD____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.1.2 Basis of Payment - Limitation of Expenditure - Task Authorizations for “as and when requested” services

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

5.1.2.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or

- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

5.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor
C0705C (2010-01-11), Discretionary Audit
C0710C (2007-11-30), Time and Contract Price Verification

6.0 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

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

7.0 Certifications

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

8.0 Applicable Laws

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

9.0 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2011-05-16) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex G, SRCL;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____.

10.0 Insurance Requirements

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

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

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

Statement of Work**ANNEX A****CABLE TELEVISION/INTERNET SERVICE**

The Contractor will provide a cable television/Internet rental system service to units of the Department of National Defence at 17 Wing CFB Winnipeg hereinafter referred to as DND, with the option to include McGregor Armoury (551 Machray Ave.), Minto Armoury (969 St. Matthews Ave.), HMCS Chippawa (1 Navy Way), and the Canadian Forces Recruiting Centre (465-391 York Ave.) The services in question are to include equipment, installation, programming and maintenance of a cable television system with access to basic cable to all outlets with the option to upgrade to include a movie channel package (in accordance with Appendix A) and Internet. Further, the contractor will provide pay per view/other premium services upon request from a DND pre-authorized personnel (list to be provided). The number of outlets is approximately 380 (per Appendix B) with the ability to increase (maximum 500) or decrease (minimum 200). DND will confirm the installation priorities once contract is awarded.

Installation

The Contractor must provide services on and off the DND sites by means of fiber optic media. The Contractor will install cable television equipment using the existing lines, as well as cables, hardware, labour or any other technology available to it to enable broadcasts of television signals exclusive of wireless. The Contractor may install, at its own expense and at the required locations in buildings, any equipment necessary for the operation of cable television services in accordance with DND/TBS policy, standards and regulations. DND will provide the Contractor with the space required at no charge to install such equipment inside or outside buildings as needed. Given the security-related constraints and obligations of DND, installation work will be subject to prior approval by DND. If DND plans to perform work on buildings that could affect equipment installed by the contractor, DND will notify them in advance whenever possible. If work at DND sites requires modifying or relocating the contractor's equipment, such modification or relocation work will be performed by the contractor within a reasonable time at the expense of DND. The contractor shall provide a preliminary estimate of the cost of the proposed work and obtain DND's written approval before commencing. Upon receipt of the pertinent invoice, DND will pay the cost of the work.

Bidders must guarantee an initial in-service date 3 weeks from contract award. An in-service date is meant to include the installation of all new equipment (if required), cutover from old system to new, all necessary cabling. An extension of 2 weeks may be authorized, should it be agreed, that issues beyond the contractor's control and attributable to DND infrastructure adversely affected the contractors installation schedule.

Broadcasts

The cable system shall be adapted to digital broadcasting. In the event of technological changes affecting broadcasting methods or new CRTC requirements during the term of the contract, the Contractor shall pay the cost of equipment required by such changes.

One way communication required in certain areas to be specified by DND.

Equipment Compatibility

The equipment must be compatible with analogue, digital and high definition televisions (HDTV).

Repair and Maintenance

The Contractor shall perform all necessary repairs and fully restore service at its own expense within a reasonable time period (within 2 calendar days) from the time the service call is placed following any interruption in television broadcast signal reception [regardless of number of outlets or which outlets are affected].

The operation is in service 24/7/365.

The Contractor must provide a single point of contact phone number and email address where repair/maintenance calls can be placed, logged and tracked; this should be available on a 24/7/365 basis. Response to repair/maintenance calls/email are to be acknowledged within 1 hour during normal business hours 7:00 – 5:00 Monday to Friday or next day outside those hours.

Site Specific Information

Documentation showing the location of physical outlets will be provided to the winning bidder.

The Contractor shall list any special requirements relative to the building facilities or specifications onsite such as space, heating/cooling, and/or power requirements as they may relate to the proposed implementation by the contractor.

Building Access

DND will authorize and facilitate access to buildings by the contractor, contractor employees and/or its representatives, herein after referred to as authorized representatives, for the installation, maintenance, repair, verification, replacement or removal of equipment. Access to buildings by the authorized representatives for any of the above reasons is subject to approval by DND and shall occur at all times under the supervision of DND personnel. Whenever possible, the contractor will provide request for access no less than 24 hours in advance.

Implementation

Access to buildings will be provided in accordance with established security and will be coordinated with the DND project manager or his/her designate.

Workmanship and neat appearance of the finished wiring at all outlets shall be considered as being as important as the electrical and mechanical efficiency of the system.

The Contractor must be responsible for replacing, restoring or bringing to at least the original condition any floors, ceilings, walls, furniture etc. damaged in the performance of the contract. Any damage or disfiguration to DND property will be repaired at the Contractor's expense.

The successful bidder (Contractor) must present DND with a complete set of record drawings following project completion. These drawings will at a minimum, show the location of all instruments as installed. Additionally, the supplier must present DND with a complete inventory database of all deployed equipment which will include, model, type and serial number. The Contractor must provide electronic copies, in both official languages, of all applicable manuals and schematics necessary for operation and maintenance of the system. As part of the system documentation, all passwords, including the master passwords for the equipment, will be provided to the DND Technical Authority. All password changes will also be provided to the DND Technical Authority.

DND will make every effort to provide suitable, workspace for the Contractor. It is mandatory that all manufactured articles, materials, and equipment be applied, installed, connected, erected, cleaned, conditioned, and tested in accordance with manufacturer's printed directions and specifications.

A joint acceptance testing procedure must be conducted and completed. The successful bidder (Contractor) must present an acceptance test plan which, at a minimum, covers all operational deliverables of the contract. This plan will be subject to review and acceptance by DND. Upon acceptance of the plan, the bidder will be responsible for jointly conducting a 100% acceptance testing with DND which will provide sign-off on system acceptance.

The acceptance test will be deemed to have been successfully passed if during the test and to the satisfaction of DND, it is demonstrated that the system has met the mandatory technical and operational requirements outlined in the SOW and any identified deficiencies have been corrected.

Non-acceptance will involve a single extension period of a mutually agreed upon time at the conclusion of which the test will be repeated.

Mandatory Conditions

The contractor shall hold a valid licence for cable TV operation issued by the Canadian Radiotelevision and Telecommunications Commission to signal distribution within the areas in question.

Invoicing

The Contractor shall submit monthly a master invoice in electronic format for all billing associated with this contract as well as an invoice for all monthly billing to each unit as defined by DND. All invoicing is subject to verification by the appropriate DND authorities. The DND units are responsible for paying all invoices excluding PST per PST exemption.

SOW Requirements - Cable Service Definitions

For the purposes of this SOW Basic Cable service is defined as a minimum of 30 channels which must include the following channels/broadcasters:

ABC
APTN
CBC /Radio Canada (French)
CBC News Net
CBC Local
CBS
TVA (French)
CNN
CITY
CPAC
CTV Local
CTV News Channel
Local Weather
FOX
GlobalTV Local
MUCHMUSIC
NBC
PBS
RDI (French)
Any 2 Sports Network Channels (TSN, Sportsnet, TSN2, ESPN...)
The Weather Network
A fourth French language channel (TV5, TFO...)
YTV

Upgraded Cable service is defined as Basic Cable (above) with any combination of 5 Movie Channels from the following broadcasters (Movie Central, Encore Avenue, Super Channel, HBO).

Premium services are defined as services such as pay-per-view, video on demand and High Definition.

SOW Requirements - Installation Requirement Summary

For the purposes of this SOW the following chart summarizes service requirements and priority of installation broken down by DND Building/Organization:

Building	Basic Cable	Upgraded Channels	Upgraded & Internet	Priority of installation
B79	1		92	1
B63	96			2
B65	2	35		3
B64	1	1		4
B72		1		5
B74		7		6
B25	55			7
B84	16			8
B90	9	1		9
B135	11			10
B136	10			11
Hangar 16	5			12
B21	4			13
B137	6			14
B95	3			15
B75	3			16
B88		2		17
B26T	3			18
B62	1			19
B66	1			20
B100	1			21
CFRC Wpg	2			22
HMCS Chippawa	3			23
McGregor Armoury	3			24
Minto Armoury	3			25
Totals	239	47	92	

Basis of Payment**ANNEX B**

It is MANDATORY that Bidders submit firm prices/rates for the period of the proposed Contract for all items listed hereafter. This section, when completed, will be considered as the Bidder's financial proposal.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFP.

Rates quoted must remain firm for the period of the Contract. Rates MUST include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

*Please see Annex "A" for # of drops per building, cable, etc.

The quantities specified by the Crown below are provided for evaluation purposes only.

Item	Description (Building)	Qty	U of I	First Year July 01, 2012 to June 30, 2013	Second Year July 01, 2013 to June 30, 2014	Third Year July 01, 2014 to June 30, 2015	1st Option Year July 01, 2015 to June 30, 2016	2nd Option Year July 01, 2016 to June 30, 2017	Extended Price
"CONFIRMED SERVICES"									
1	B79	1	lot	\$	\$	\$	\$	\$	\$
2	B63	1	lot	\$	\$	\$	\$	\$	\$
3	B65	1	lot	\$	\$	\$	\$	\$	\$
4	B64	1	lot	\$	\$	\$	\$	\$	\$
5	B72	1	lot	\$	\$	\$	\$	\$	\$
6	B74	1	lot	\$	\$	\$	\$	\$	\$
"AS AND WHEN REQUESTED" SERVICES									
7	B25	1	lot	\$	\$	\$	\$	\$	\$
8	B84	1	lot	\$	\$	\$	\$	\$	\$
9	B90	1	lot	\$	\$	\$	\$	\$	\$
10	B135	1	lot	\$	\$	\$	\$	\$	\$
11	B136	1	lot	\$	\$	\$	\$	\$	\$
12	Hangar 16	1	lot	\$	\$	\$	\$	\$	\$
13	B21	1	lot	\$	\$	\$	\$	\$	\$
14	B137	1	lot	\$	\$	\$	\$	\$	\$
15	B95	1	lot	\$	\$	\$	\$	\$	\$
16	B75	1	lot	\$	\$	\$	\$	\$	\$

17	B88	1	lot	\$	\$	\$	\$	\$	\$
18	B26T	1	lot	\$	\$	\$	\$	\$	\$
19	B62	1	lot	\$	\$	\$	\$	\$	\$
20	B100	1	lot	\$	\$	\$	\$	\$	\$
21	CFRC Wpg	1	lot	\$	\$	\$	\$	\$	\$
22	HMCS Chippawa	1	lot	\$	\$	\$	\$	\$	\$
23	McGregor Armoury	1	lot	\$	\$	\$	\$	\$	\$
24	MFRC Facilities (4)	1	lot	\$	\$	\$	\$	\$	\$
25	Cost for Upgraded channel	35	ea	\$	\$	\$	\$	\$	\$
26	Upgraded channel and Internet	30	ea	\$	\$	\$	\$	\$	\$
27	Addition of Internet	20	ea	\$	\$	\$	\$	\$	\$
TOTAL									\$
GST									\$
GRAND TOTAL									\$

***Cost bid shall be seen as a total yearly cost, and will be invoiced on a monthly basis at 1/12 of the total yearly cost.**

Insurance Requirements**ANNEX C****C.1 Commercial General Liability Insurance**

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

ANNEX D**TASK AUTHORIZATION APPROVAL FORM**

Refer to Task Authorization Form DND 262 - Task Authorization

ANNEX E**TASK AUTHORIZATION REPORTING FORM**

The Contractor must submit quarterly usage reports tracking all TAs made for the services supplied under Contract. The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing such usage reports.

Each Task Authorization Usage Report must include all completed TAs for services provided under this Contract. Learn

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 November	01 August	31 October
15 February	01 November	31 January
15 May	01 February	30 April
15 August	01 May	31 July

The Contractor must provide information on completed TAs using the following format:

TASK AUTHORIZATION NO.	DOLLAR VALUE (HST INCLUDED)	CUMULATIVE DOLLAR VALUE (HST INCLUDED)	COMMENTS
Total Dollar Value of TAs for this Period <insert period>:			
Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):			

[] Check this box if you are submitting a NIL **REPORT**

Please send all reports to the attention of the Contracting Officer:

Name: Danielle Wolowidnyk

E-mail: danielle.wolowidnyk@pwgsc-tpsgc.gc.ca

Fax: (204) 983-7796

ANNEX F**MANDATORY REQUIREMENTS**

BIDDERS MUST DEMONSTRATE THAT THEY MEET THE FOLLOWING MANDATORIES WITHIN THE TABLE PRESENTED OR WITHIN THEIR OWN FORMAT WITH PAGES REFERENCED TO FIND THE REQUIRED INFORMATION. FAILURE TO PROVIDE THE INFORMATION IN THE FORMAT SUPPLIED WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

Mandatory Requirements

Bidders must demonstrate the following capabilities or the proposal will not receive further consideration:

Item	Requirement	YES/NO	Page Reference within Bid
1	All proposals must use a fiber optic distribution to and from all DND sites.		
2	All proposals must employ a wired distribution to all buildings and rooms within DND sites. Wireless solutions will not be considered, for security reasons.		
3	All proposals must have the capability to provide cable TV in a one-way communication mode.		
4	All proposals must include 2 references from projects of no less than 200 active drops completed within the past two years. Contact names and phone numbers to be provided for verification purposes.		
5	Bidder must have a minimum three (3) years of experience in CATV experience in Canada under CRTC in their corporate lifetime.		

Solicitation No. - N° de l'invitation

W0117-116849/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg101

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0117-116849

WPG-1-34420

ANNEX F

SECURITY REQUIREMENTS CHECKLIST