



RETURN BIDS TO:

Attn: Robbie Harracksingh
Shared Services Canada | Services
partagés Canada
180 Kent Street, 13th Floor – K105
PO Box 98085, STN T CSC
Ottawa, Ontario K1G 4A8

RETOURNER LES SOUMISSIONS À:

Attn: Robbie Harracksingh
Services partagés Canada | Shared
Services Canada
180 rue Kent, étage 13th – K105
PO Box 98085, STN T CSC
Ottawa, Ontario K1G 4A8

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Shared 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 thereof.

**Proposition aux: Services partagés
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-annexées, au(x) prix indiqué(s)

Comments - Commentaires

This document contains a Security Requirement.

Title – Sujet Dark Fibre Installation and Lease – Winnipeg, MB Location et Installation de Fibre Noire – Winnipeg, Manitoba	
Solicitation No. – N° de l'invitation 10030876	Date 07 February 2014
Client Reference No. – N° référence du client 13-1419	
File No. – N° de dossier 10030876 – C66	
Solicitation Closes – L'invitation prend fin at – à 11 :59 PM on – le 20 February 2014	
Time Zone Fuseau horaire Eastern Standard Time EST Heure Normale de l'Est (HNE)	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Robbie Harracksingh	Buyer Id – Id de l'acheteur C66
Telephone No. – N° de téléphone : 613-852-2043 Email : Robbie.harracksingh@ssc-spc.gc.ca	FAX No. – N° de FAX Not applicable
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

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

BID SOLICITATION DARK FIBRE INSTALLATION AND LEASE – WINNIPEG, MB FOR SHARED SERVICES CANADA

EXECUTIVE SUMMARY

This Bid Solicitation is being issued to identify a Contractor to provide the Installation and subsequent exclusive lease of 24 Dark Fibre Strands (12 pairs) to connect the JC Wilt Lab located at 745 Logan Ave, Winnipeg, MB to the CSCHAC Winnipeg lab located at 1015 Arlington Ave, Winnipeg, MB. It is intended to result in the award of a single contract for a period of 5 years with options to extend the contract periods for 10 additional 1 year periods.

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

Part 7 (Resulting Contract Clauses) of this bid solicitation describes the requirements of the work to be performed if a contract is awarded. Part 7 includes a number of annexes, including the Statement of Work and Basis of Payment.

The bid solicitation also describes what Bidders need to submit with their bids and how bid responses will be evaluated. In summary, a complete bid response will consist, as a minimum, of the following;

- (a) A completed Form 1 (Bid Submission Form);
- (b) A completed Form 2 (Bidders Experience Form);
- (c) The certification(s) described in Part 5 of the bid solicitation;
- (d) Bidder Technical Submission, which is mandatory at bid closing; and
- (e) Bidder Financial Submission (completed Annex B – Pricing Tables), which is mandatory at bid closing.

The bid submission requirements are fully described in Part 3 (Bid Preparation Instructions).

SSC reserves the right to verify any Customer References submitted by the Bidder. If verified, customer references must confirm that the bidder has the required experience in order for the bid to be deemed compliant. SSC will evaluate the Technical and Financial bids to identify the top-ranked bidder (the Bidder with the compliant bid with the lowest Total Assessed Price). SSC may then require a demonstration, if applicable, of any of the mandatory features/functionalities described in the Resulting Contract Clauses and any additional features/functionalities described in the bid. The evaluation process is described in Part 4 (Evaluation Procedures and Basis of Selection).

To be awarded a contract, the top-ranked Bidder must have the required security clearance by the time SSC is ready to award the contract (see Part 6- Security, Financial and Other Requirements. This bid does not involve a complex or lengthy evaluation process, all potential bidders who do not yet meet the security requirement are advised to apply immediately, to avoid have their bid declared non-compliant.

**BID SOLICITATION
DARK FIBRE INSTALLATION AND LEASE – WINNIPEG, MB
FOR
SHARED SERVICES CANADA**

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List of Annexes to the Resulting Contract:

Annex A	Statement of Work
Annex B	Pricing Table
Annex C	Security Requirements Check List
Annex D	Federal Contractors Program for Employment Equity – Certification
Annex E	Access to Crown Property for Telecommunications Services

Forms:

- Form 1 - Bid Submission Form
- Form 2 – Code of Conduct Certification Form

BID SOLICITATION DARK FIBRE INSTALLATION AND LEASE – WINNIPEG, MB FOR SHARED SERVICES CANADA

PART 1 GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract, as well as the following Annexes:
 - Annex A Statement of Work
 - Annex B Basis of Payment
 - Annex C Security Requirements Check List
 - Annex D Federal Contractors Program for Employment Equity – Certification
 - Annex E Access to Crown Property for Telecommunications Services

1.2 Summary

SSC has a requirement for the exclusive use of 24 leased single mode Dark Fibre connections (12 pairs), running at least 10GB/s, installed to connect two facilities (listed below), located in Winnipeg, MB.

- Facility # 1: JC Wilt Lab – 745 Logan Ave, Winnipeg, MB, R3E 3L5
- Facility #2: CSCHAC Winnipeg Lab – 1015 Arlington Ave, Winnipeg, MB, R3E 3R2

This bid solicitation is being issued by SSC. The resulting contract will be used by SSC to provide shared services to its clients, that include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. It is intended to result in the award of a contract for 5 years, plus 10 irrevocable options allowing Canada to extend the term of the contract by 1-year each.. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on

the Departmental Standard Procurement Documents
(<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.”

1.3 **Debriefings**

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

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1** All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2** 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.
- 2.1.3** The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC.
- 2.1.4** Subsection 1(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is replaced by::
- Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.
- Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Form (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.
- 2.1.5** Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.6** Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- a) Delete: sixty (60) days
 - b) Insert: one hundred and twenty (120) days
- 2.1.7** Section 7 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is replaced by the following:
- (i) A Bid delivered to the specified address after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to a Delivery Service Company. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country. The only pieces of evidence relating to a delay that are acceptable are:
 - (a) A cancellation date stamp; or
 - (b) A courier bill of lading; or
 - (c) A date stamped labelthat clearly indicates that the bid was received by the Delivery Company before the bid closing date
 - (ii) Postage meter imprints, whether imprinted by the Bidder or the Delivery Company are not acceptable as proof of timely mailing

- 2.1.8** For Purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- 2.1.9** The 2003-1 Supplemental Standard Instructions - Telecommunications (2008-05-12) are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003-1 and this document, this document prevails.
- 2.1.10 Electronic Procurement & Payment Support:** The Contractor must support SSC's implementation of the iValua Buyer procurement system. When instructed by the Contracting Authority, the Contractor must submit quotes, accept orders, submit shipping/service delivery notices and submit invoices through the procurement system.
- 2.2 Submission of Bids**
- 2.2.1** Bids must be submitted to Shared Services Canada by registered mail or by an incorporated courier company by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2** Due to the nature of the bid solicitation, bids delivered by hand or transmitted electronically or by facsimile will not be accepted
- 2.2.3** Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid.
- 2.3 Enquiries - Bid Solicitation**
- 2.3.1** All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquires received after that time may not be answered.
- 2.3.2** Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.
- 2.4 Applicable Laws**
- Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.
- 2.5 Mandatory Site Visit**
- It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on 13 February 2014 at 10:00am CST at 745 Logan Ave, Winnipeg, MB R3E 3C5. Bidders must communicate, via e-mail, with the Contracting Authority no later than 13:00 EST, 11 February 2014 to confirm attendance and provide the name(s) 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 disqualified. Any clarifications or changes to the bid solicitation resulting from the site visit will be issued as an amendment to the bid solicitation.

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

- 3.1.1.1 Section I: Technical Bid 2 hard copies and 2 soft copies on CD or DVD or USB in Microsoft Office 2007 or higher, or Portable Document Format (.pdf).
- 3.1.1.2 Section II: Financial Bid 2 hard copies and 2 soft copies on CD or DVD or USB in Microsoft Excel 2003 or higher.
- 3.1.1.3 Section III: Certifications 2 hard copies.
- 3.1.1.4 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- 3.1.1.5 Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

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

3.1.4 Submission of Only One Bid from a Bidding Group:

- 3.1.4.1 The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- 3.1.4.2 For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - 3.1.4.2.1 they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - 3.1.4.2.2 they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;

- 3.1.4.2.3 the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- 3.1.4.2.4 the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.1.5 Joint Venture Experience:

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

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

3.2 Section I: Technical Bid

3.2.1 In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must 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.

3.2.2 Any requirement designated in the solicitation and the Statement of Work, including all annexes, by the term "must" is mandatory. Bids that do not meet all mandatory requirements will be declared non-responsive.

3.2.3 The technical bid consists of the following:

3.2.3.1 **Bid Submission Form (Requested at Bid Closing):** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

3.2.3.2 **Bidder Technical Submission (Mandatory at Bid Closing):** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific criteria identified in PART 4 – Table 1, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified.

3.3 **Section II: Financial Bid**

3.3.1 Pricing: Bidders must submit their financial bid in accordance with Annex B – Pricing Table. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

3.3.2 All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

3.3.3 Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 **Section III: Certifications**

Bidders must submit the certifications required under Part 5

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

4.1.2 An evaluation team composed of representatives of SSC will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.1.3 In addition to any other time periods established in the bid solicitation:

4.1.3.1 Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

4.1.3.2 Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

- i. verify any or all information provided by the Bidder in its bid; OR
- ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 3 working days of a request by the Contracting Authority.

4.1.3.3 Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation - Mandatory Technical Evaluation Criteria

4.2.1 The mandatory requirements are as follows:

Table 1

	Mandatory Criteria	Cross-Reference to Proposal
M1	Fibre network install base: The bidder must demonstrate that they manage a fibre optic network that meets the following criteria:	
	1. The fibre optic network connects more than 12 buildings;	
	2. The fibre optic network has more than 200 km of installed fibre cable;	
	3. The fibre optic network covers buildings in at least one city with population of more than 50,000 people;	
	4. A portion of the fibre optic network is in the province of Manitoba;	
M2	1. Bidder must include a complete description of the services to be provided.	

M3	2. Bidder must provide a description of how they propose to meet the mandatory requirements specified in “Annex A (SOW).	
M4	Bidder must provide either: 1. Detailed maps showing the locations of all existing and all planned (not installed at the time of the close of this RFP) fibre optic cable routes at the street level; or	
	2. A process to make this information available for viewing within twenty-four (24) hours of Client request.	
M5	Bidder must provide either: 1. A description of where the cables are on aerial structures, where the cables are buried in conduits, and where any other types of structures are used; or:	
	2. A written confirmation that this information will be made available for viewing within twenty-four (24) hours of Client request.	
M6	Bidder must provide written confirmation that they are in possession of, or will be in possession of, all necessary rights-of-way required to provide the Dark Fibre Service.	
M7	The Bidder must provide a description of its standard maintenance practices and emergency maintenance practices. The maintenance practices must meet at a minimum:	
	1. Service coverage for all strands must be available 24/7, 365 days per year;	
	2. An emergency procedure and phone number must be provided in case of a lost connection; and	
	3. Bidder must propose the supply of Leased Dark Fibre Service as described in Annex A (SOW).	

4.3 Financial Evaluation

4.3.1 The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

4.3.2 Formulae in Pricing Tables

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

4.4 Basis of Selection

4.4.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest Overall Evaluated Price, which will include the option years, will be recommended for award of a contract.

Solicitation No. - N° de l'invitation
10030876
Client Ref. No. - N° de réf. du client
13-1419

Amd. No. - N° de la modif.
File No. - N° du dossier
10030876 – C66

Buyer ID - Id de l'acheteur
C66
CCC No./N° CCC - FMS No./N° VME

- 4.4.2** If more than one Bidder is ranked first because of identical Overall Evaluated Price, then the Bidder with the lowest One Time Installation price will become the top-ranked bidder.

PART 5 CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

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

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

5.1 Mandatory Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive

5.1.1 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

5.1.2 Certifications Required by Supplemental Standard Instructions 2003-1

Bidders are required to submit the required regulatory certifications in accordance with Supplemental Standard Instructions - Telecommunications. Bidders should note that only tariffs to which the Bidder itself will be subject in performing the work are required to be submitted. It is the responsibility of the Bidder to manage its own relationship with any subcontractors who may be subject to tariffs.

5.1.3 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

5.1.3.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

5.1.3.2 The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification

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form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1 Before award of a contract, the following conditions must be met:

6.1.1.1 the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.

6.1.4 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

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

6.2.2 In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

This Contract is being issued for the Installation and subsequent exclusive lease of 24 Dark Fibre Strands (12 pairs) to connect the JC Wilt Lab located at 745 Logan Ave, Winnipeg, MB to the CSCHAC Winnipeg lab located at 1015 Arlington Ave, Winnipeg, MB.

7.1.1 _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:

- i. providing the telecommunications services described in the Contract;

to the locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

Client: Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

7.1.2 Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.1.3 Defined Terms: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings;

- (i) **In-Service Date:** The In-Service Date is the date, following the installation by the Contractor, on which Canada has accepted the test results and the 24 Dark Fibre strands between the JC Wilt Building and the CSCHAH Lab as operational.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

7.2.1 General Conditions:

- 7.2.1.1 2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

7.2.1.1.1 Section 2 – Standard Clauses and Conditions: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”

7.2.1.1.2 Section 41 Subsection 04 – Code Of Conduct and Certifications is replaced by:
During the entire period of the Contract, the Contractor must diligently update, by written notice, via e-mail, to the Contracting Authority, the list of names of all individuals who are Directors of the Contractor whenever there is a change. Whenever requested by Canada, the Contractor must provide the corresponding Consent Forms

7.2.2 Supplemental General Conditions:

The following Supplemental General Conditions:

7.2.2.1 4005 (2012-07-16), Supplemental General Conditions - Telecommunications Services and Products;

apply to and form part of the Contract.

7.2.3 Electronic Procurement & Payment Support: The Contractor must support SSC’s implementation of the iValua Buyer procurement system. When instructed by the Contracting Authority, the Contractor must submit quotes, accept orders, submit shipping/service delivery notices and submit invoices through the procurement system.

7.3 Security Requirement

7.3.1 The Contractor must, at all times during the performance of the Contract, Standing Offer or Supply Arrangement, maintain a valid Designated Organization Screening (DOS) issued by Public Works and Government Services Canada – Industrial Security Program.

7.3.2 The Contractor and/or its employees must EACH maintain a valid Reliability Status issued by Public Works and Government Services Canada – Industrial Security Program. Unscreened Personnel may be used for a portion of the contract, however, unscreened Personnel MUST NOT have access to Protected or Classified Information and must be escorted at all times by a Shared Services Canada employee.

7.3.3 The Contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).

7.3.4 The Contractor and/or its employees MUST NOT use its IT Systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.

7.3.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.

7.3.6 The Contractor and its employees must comply with the provisions of the:

- (i) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (ii) Justice Canada – Security of Information Act (Latest Edition); and
- (iii) Industrial Security manual (Latest Edition)

7.4 Contract Period

7.4.1 Contract Period: The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

7.4.1.1 The “**Initial Contract Period**”, which begins on the date the Contract is awarded.

7.4.1.2 The “**In-Service Period**”, which begins on the In-Service Date and ends 5 years later; and

7.4.1.3 The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.4.2 Option to Extend the Contract:

- 7.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 10 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- 7.4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Robbie Harracksingh
Title: Supply Team Leader
Shared Services Canada
Address: 180 Kent Street, 13th Floor, K105
Telephone: 613-852-2043
E-mail address: robbie.harracksingh@ssc-spc.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.

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

Name: _____
Title: _____
Company: _____
Address: _____
Telephone: _____
e-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

- 7.7.1.1 **One Time Installation Service:** For providing the One Time Installation (non-recurring) Service in accordance with the Contract and upon acceptance by Canada and receipt of a valid invoice, Canada will pay the Contractor the firm prices set out in Annex B- Pricing Table, Applicable Taxes extra.
- 7.7.1.2 **Provision of Dark Fibre:** For providing the exclusive lease of the Dark Fibre links, on a monthly basis (monthly recurring) in accordance with the Contract and receipt of a valid invoice, Canada will pay the Contractor the firm prices set out in Annex B- Pricing Table, Applicable Taxes extra.
- 7.7.1.3 **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.7.2 Limitation of Expenditure

- 7.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. Customs duties are included and Applicable Taxes are included, if applicable.
- 7.7.2.2 No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - 7.7.2.2.1 it is 75 percent committed, or
 - 7.7.2.2.2 4 months before the Contract expiry date, or
 - 7.7.2.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- 7.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

7.7.3 Method of Payment - Monthly Payment

- 7.7.3.1 H1008C (2008-05-12), Monthly Payment

7.7.1 Price Protection - Most Favoured Customer

- 7.7.1.1 To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- 7.7.1.2 The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- 7.7.1.3 At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the

right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.

- 7.7.1.4 During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- 7.7.1.5 In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- 7.7.1.6 If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- 7.7.1.7 Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.8 Invoicing Instructions

- 7.8.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.8.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 7.8.3 By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 7.8.4 The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.
- 7.8.5 The Contractor must provide a hard copy of each invoice to the following address:
Shared Service Canada
SSC_ Account Payables – Telecom
11 Laurier Street, PDP 3, 5A1
PO Box 9808 STN T CSC
Gatineau, PQ, K1G 4A8

7.9 Certifications

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

7.9.2 Federal Contractors Program for Employment Equity – Default by the Contractor

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

7.11.1 Section 02 of Supplemental General Conditions 4005 (Telecommunications Services and Products) entitled "Termination Rights Associated with Breach of Telecommunications Warranties and Representations";

7.11.2 _____ (collectively referred to as the "Tariff")

Note to Bidders: This clause will not be included in any resulting contract if the Contractor's bid is not subject to any tariffs.

7.11.3 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;

7.11.4 supplemental general conditions, in the following order:

7.11.4.1 4005, other than Section 02, which takes priority as set out above under sub-paragraph 7.14.1;

7.11.5 general conditions 2035 (2013-06-27)

7.11.6 Annex A, Statement of Work;

7.11.7 Annex B, Pricing Table;

7.11.8 Annex C, Security Requirements Check List;

7.11.9 Annex D, Federal Contractors Program for Employment Equity – Certification;

7.11.10 Annex E, Access to Crown Property for Telecommunications Services;;

7.11.11 the Contractor's bid dated _____ as amended _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.12 Foreign Nationals (Canadian Contractor)

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

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

7.13 Foreign Nationals (Foreign Contractor)

7.13.1 SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance Requirements

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

7.15 Limitation of Liability - Information Management/Information Technology

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

7.15.2 First Party Liability:

- 7.15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - 7.15.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - 7.15.2.1.2 physical injury, including death.
- 7.15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 7.15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 7.15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 2.1.1 above.
- 7.15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - 7.15.2.5.1 any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - 7.15.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 2.5.2 of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.
 - 7.15.2.5.3 In any case, the total liability of the Contractor under subparagraph 2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$1M, whichever is more.
 - 7.15.2.6 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

7.15.3 Third Party Claims:

- 7.15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 7.15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- 7.15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

7.16 Joint Venture Contractor

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

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

7.17 **Telecommunications Services**

7.17.1 Improvements to the Service: The Contractor agrees to advise the Technical Authority of all improvements that affect the Services, including technological, administrative, commercial or other types of improvements. The Contractor agrees to offer all improvements it is offering to any other customer as part of its standard services at no additional charge to Canada. Any other improvements must only be provided following approval in writing by the Contracting Authority. The price of these other service improvements will be negotiated on a case-by-case basis. These improvements may include, among other things, discounts resulting from aggregating certain services or discounted pricing for additional capacity.

7.18 **Installation of Telecommunications Facilities on Canada's Property**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Canada will provide the Contractor with access to Canada's property for the purpose of installing telecommunications equipment and facilities (e.g., cabling) reasonably necessary for providing services to Canada under the Contract in accordance with the Annex entitled "Access to Crown Property for Telecommunications Services". Access to certain buildings may be associated with additional security requirements. Canada has no obligation to arrange for access by the Contractor to buildings not owned by Canada and Canada will not be responsible for paying any access fees charged by any other owner.

7.19 **Safeguarding Electronic Media**

7.19.1 Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

7.19.2 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

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ANNEX A

STATEMENT OF WORK

DARK FIBRE INSTALLATION AND LEASE

FOR

JC WILT BUILDING AND CSCHAH LAB

WINNIPEG, MB

Statement of Work

1. General Information

Health Canada (HC) and the Public Health Agency of Canada (PHAC) occupy multiple facilities within the city of Winnipeg. SSC (Shared Services Canada)'s Operations Branch provides network support and network connectivity to those various facilities.

The client (PHAC) requires the JC Wilt building, a recently acquired building, to be connected to the existing CSCHAH lab facility network infrastructure by means of dark fibre service.

SSC requires the Dark Fibre be in place, and fully operational by 15 May 2014.

SSC is seeking the exclusive use of 24 Leased dark Fibre strands (12 pairs) to connect the JC Wilt lab (facility #1) to the CSCHAH Winnipeg lab (facility #2), see below:

Facility #	SCC Sites Address	Occupancy	Owner
1	JC Wilt Lab 745 Logan Avenue, Winnipeg, Manitoba, R3E 3L5	Currently occupied by Health Canada and the Public Health Agency	PWGSC
2	CSCHAC Winnipeg Lab 1015 Arlington Avenue, Winnipeg, Manitoba, R3E 3R2	Currently occupied by Health Canada and the Public Health Agency	PWGSC

2. Requirements

SSC has a requirement for single mode Dark Fibre connections, running at least 10GB/s, installed to connect Scientists at the JC Wilt building with the high performance computing and storage located at the CSSHAH building. The data created at JC Wilt needs to be transferred to CSCHAH in real time for storage and analysis. There is a high sensitivity to network latency therefore the need for Dark Fibre connections.

The dark fibre will also be used to interconnect the telephony system at JC Wilt to the Arlington premise.

3. Mandatory criteria

The contractor must undertake all work related to obtaining the required permits for all construction, digging and installation required to make the Dark Fibre connections operational, which shall, at a minimum, include the following:

- a) Installation of external conduit from the demark at location 1 to the street curb;
- b) Installation of external conduit from the demark at location 2 to the street curb;
- c) Installation of external conduit between the street curbs from location 1 to location 2;
- d) Installation of internal conduits at the JC Wilt Lab facility if required between the POP (point of presence) or demark to the main telecom room (room number to be provided when available);
- e) Provide manufacturer certified Dark Fibre installation;
- f) Provide exclusive use of dark fiber service as per the following Technical Specifications.
 - i) 24 strands (12 pairs) single mode dark fiber cables conforming to current industry standards;
 - ii) The fibre cable must be dielectric non-conductive;
 - iii) The indoor fiber cable must follow the fire regulation code by having a fire repellent coating or jacket;

- iv) The fiber cable must be able to withstand Canadian cold winters and summers temperature (i.e. -60 Celsius to +85 Celsius);
- v) The fiber cable must be able to transmit data rate up-to 100 Gb/s;
- vi) The fiber cable must provide the ability to operate across the entire 1260nm to 1625nm wavelength spectrum;
- vii) The contractor must provide to the Project Authority detailed information on fiber type and cable type used;
- viii) All strands must be cleaned of organic and inorganic residue. Seal caps must be used to protect the connectors after cleaning has been performed;
- ix) All strands must not pass-through any active or passive equipment between locations.
- w) A magnification picture of each strand must be provided to SSC;

4. Conduit

The contractor must provide the conduits between the two locations up to the telecom rooms

- a) The conduit systems must meet all provincial, municipal and local regulations & codes associated to the province the sites reside in.
- b) The Supplier representative must conduct a site inspection to verify site conditions and determine preferred conduit pathways.
- c) The conduit must run from the Supplier entrance (Point Of Presence) to the SSC main telecom rooms at both sites.
- d) Any work performed to grounds, surrounding areas, within building and outside work must be "brought back to good" within 30 days of installation. This includes landscaping, re-paving, concrete patching and anything else the building owners deems damaged by installation.
- e) Provide all Grounding and Bonding as per provincial and federal standards

5. Fibre Terminations

Shared Services Canada will provide patch panels;

- a) Dark Fibre connections must be terminated in the demarcation room of Facility 1 and the demarcation room C1117 of Facility 2, in the patch panels provided by Shared Services Canada;
- b) The patch panels must include the exact amount of fiber pairs that has been requested;
- c) The patch panels termination fiber must be of type LC < to be confirmed with regional staff> for the two locations;
- d) The pull string must be replaced if used to pull the fibre cable

6. Installation Details

The contractor must provide SCC with an Engineering Study;

- a) The Engineering Study must be provided to SSC via email within 10 days of installation.
- b) The Study must contain, as a minimum, a detailed map of the fiber path with the addresses. The map of the fibre path must identify where the fiber is buried or suspended (i.e. Aerial).

7. Fibre testing

The contractor will provide tests results to SSC;

- a) The test results must be provided to SSC via email within 10 days of installation
- b) The tests results must include overall fiber segment distances, link loss and power loss for every fiber pairs;
- c) Each fiber strand will be tested by the supplier, before acceptance by SSC

8. Maintenance Service Levels

The contractor must provide a description of its standard maintenance practices and emergency maintenance practices, in document form, within 30 days of contract award;

- (a) Service coverage for all strands must be available 24/7, 365 days per year
- (b) SSC must be credited lost connectivity as follow: 1% of monthly cost per hour of connectivity downtime.
- (c) An emergency procedure and phone number must be provided in case of a lost connection
- (d) The service provider must respond within 4 hours of a reported connection lost. The response can either be via phone or a site visit.
- (e) The dark fibre service must be repaired and fully functional (as good as new) within a maximum of 12 hours
- (f) A service performance report on the actions undertaken to rectify the problem must be provided by the Contractor to SSC TA within 2 weeks of an outage. The report must contain, as a minimum, the following information:
 - i. The date and time of the failure.
 - ii. A description of the failure.
 - iii. The cause of the failure.
 - iv. When the failure was reported.
 - v. How and when the Leased Dark Fiber was restored to service.
 - vi. The Contractor must submit the report by e-mail to the Technical Authority in Microsoft Word, txt, or Acrobat PDF format.
- (g) The Contractor must notify the Technical Authority, via email, of any planned upgrades, improvements or maintenance at least 2 weeks in advance.

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10030876
Client Ref. No. - N° de réf. du client
13-1419

Amd. No. - N° de la modif.
File No. - N° du dossier
10030876 – C66

Buyer ID - Id de l'acheteur
C66
CCC No./N° CCC - FMS No./N° VME

ANNEX B

Pricing Table

(The Pricing Table is attached as a separate document)

Solicitation No. - N° de l'invitation
10030876
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13-1419

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(The SRCL is attached as a separate document)

ANNEX D FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX E

ACCESS TO CROWN PROPERTY FOR TELECOMMUNICATIONS SERVICES

1. ACCESS

1.1. Equipment Area and Use

1.1.1. Canada grants to the Contractor, for the Contract Period, access:

1.1.1.1. To install, maintain, operate, repair, replace, and remove, at the Contractor's sole expense and risk, "**Communications Equipment**" (defined as the cabinets, racks and other electronic equipment specified in Schedule A), on and in the Equipment Area (as described in Schedule B) on the lands and buildings defined in the Contract for the supply of telecommunications services (the "**Property**");

1.1.1.2. To install, maintain, operate, repair and replace, at the Contractor's sole expense and risk, certain "**Connecting Equipment**" (the cables, conduits, inner ducts, connecting hardware and other passive equipment, as specified and described in Schedule A), together with the right to pull that Connecting Equipment through the Property's "**Entrance Link**" (defined as the core sleeve penetration through the Property foundation) and through other "**Property Communications Spaces**" (defined as the telecommunications pathways necessary to reach from the Entrance Link to the Contractor's Equipment Area in the Building and from the Equipment Area to the Contractor's customers, as may be necessary to provide telecommunications services to the Contractor's customers, as designated and approved by Canada). The Contractor's Communications Equipment and the Contractor's Connecting Equipment are collectively referred to in these provisions as the "**Contractor's Equipment**", and the Entrance Link, Property Communications Spaces and Equipment Area are collectively referred to as the "**Access Area**";

1.1.1.3. To use Canada's existing telecommunications wiring, if available, consistent with the most current CRTC guidelines (or, if there are no CRTC guidelines, consistent with best practices within the industry) for use of such wiring, in order to connect the Contractor's Equipment to the users located in the Property. Canada may permit use of existing Property Entrance Link and existing Property wiring only to the extent that Canada has the possession of and authority to allow such use of these facilities. In no event will Canada be obligated to provide the Contractor with use of facilities to the extent that it does not own, control, or have authority to allow that usage; and

1.1.1.4. For right of ingress and egress for the Contractor's employees, servants and agents, customers and invitees, and the use of the elevators, entrances lobbies, hallways, stairways, driveways, common loading and stopping Equipment Areas in and about the Property, the "**Common Equipment Areas**".

1.1.2. Canada will provide floor space in the Property and in a location designated by Canada and shown shaded on the floor plan attached as Schedule B to this Annex (the "**Equipment Area**"). Canada has the right, in its sole discretion, to reasonably limit the type, size and location of the Contractor's Equipment located in the Property.

1.1.3. The access granted is not exclusive. Canada has the right to grant, renew or extend similar rights to others.

1.1.4. The Contractor must use the Access Area solely for the purpose of providing Canada with telecommunications services ("**Permitted Use**"). The Contractor is expressly forbidden to serve

other properties or other users from this location without the prior written permission of Canada. Additional fees and conditions may be required, as agreed to between the Parties, for using the Contractor's Equipment Area as a service point for other properties outside the Property.

- 1.1.5. The Contractor acknowledges that the Contractor does not and must not claim at any time any interest or estate of any kind or extent whatsoever in the Property, Property Communications Spaces, or Equipment Area by virtue of these provisions or the Contractor's use of the Property, Property Communications Spaces or Equipment Area. The Contractor further acknowledges that in no event will the relationship between Canada and the Contractor be considered to be a landlord-tenant relationship and that in no event will the Contractor be entitled to avail itself of any rights afforded to tenants under the laws of the Province that govern the Contract.

1.2. Inspection

Canada makes no warranty or representation that the Access Area or the Property is suitable for the Contractor's use. The Contractor therefore acknowledges and agrees that access to the Equipment Areas are being provided on an "as is" basis in the then-existing condition. There is no covenant, agreement, promise, representation, warranty, condition or undertaking, whether expressed or implied, collateral or otherwise, whether oral or written, by or binding on Canada or any agent or any representative or any other person with respect to any zoning, use, development, alteration or decoration, or installation of equipment or fixtures in or in connection with the Access Area or any part, unless expressly set forth in these provisions.

1.3. Contractor's Warranty

The Contractor warrants that the operation of the Contractor's Equipment will not interfere with the operation of any existing radio or telecommunication equipment installed in the Property, nor will the operation of the Contractor's Equipment interfere with the use and enjoyment of the Property by any other occupant of the Property and their employees, customers and invitees. If the operation of the Contractor's Equipment does interfere with the operation of any existing radio or telecommunication equipment installed in the Property, and if the Contractor fails to remedy this condition within 24 hours after notice by Canada, then Canada may, in addition to its rights under Section 4.2 of these provisions, enter into the Equipment Area and remedy the condition giving rise to the interference and the Contractor must pay to Canada the cost of doing so, plus a sum equal to 15% of the cost representing Canada's overhead.

1.4. Telecommunication Management

- 1.4.1. The Contractor acknowledges and agrees that Canada will have the right, but not the obligation, to co-ordinate, restrict, enforce and approve all third party riser management firms who wish access to the building's risers. The Contractor acknowledges that Canada may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors, at Canada's cost unless otherwise specified in these provisions or agreed to in advance by the Contractor.
- 1.4.2. The Contractor recognizes that Canada may desire to provide access to existing and future telecommunications service providers of Property tenants, and Canada may consider it desirable to achieve this objective through shared usage of some or all of the Property Communications Spaces. Canada may purchase from the Contractor those portions of the Contractor's Connecting Equipment (excluding wiring) that the Crown, in its sole discretion, determines is necessary to incorporate efficiencies in the Property Communication Spaces. Canada acknowledges that the Contractor may be bound by service agreements with clients located in the Property to retain ownership of its Connecting Equipment and cannot be compelled to sell those portions of the Contractor's Connecting Equipment. The purchase price of those portions of Contractor's Connecting Equipment will be determined on the basis of their undepreciated capital cost at the time of Canada's written notice to purchase. In connection with any such purchase, Canada

agrees to negotiate the terms of the Contract to allow for continued use of the sold Connecting Equipment, at a price that reflects fair market rates.

- 1.4.3. If Canada wishes to purchase any wiring that forms part of the Connecting Equipment, the terms will be negotiated between Canada and the Contractor.

1.5. Access

The Contractor may only have access to the Access Area under these provisions and in accordance with the instructions of the property manager responsible for the Property. The Contractor acknowledges and agrees that its representatives or contractors may be required to obtain suitable security clearance before obtaining access to the Access Area. The Contractor may have access to the Access Areas 24 hours a day, 7 days a week as long as the Contractor provides Canada with as much prior notice as possible, and if the Contractor requires access before 8:00 a.m. or after 6:00 p.m. between Monday and Friday or at any time on a Saturday, Sunday or statutory holiday, unless Canada has agreed otherwise, the Contractor must pay an additional fee based on an agreed hourly rate as per the "Public Works Canada Services Program - Hourly Billable Rates Table" directive effective as of the date of this Access Agreement and as amended from time to time.

2. ADDITIONAL COSTS

2.1. Costs of Other Services

- 2.1.1. The Contractor must pay to Canada all charges for providing additional services in connection with the installation and operation of the Communications Equipment as reasonably determined by Canada from time to time. These charges may include, without limitation, any additional utility charges, charges for security, supervision, receiving, storing, handling and removal of materials and articles. If requested in writing by the Contractor, Canada will provide a cost estimate in advance of supplying or performing these services at the Contractor's cost. If Canada chooses not to provide any services to the Contractor, then they must be provided only by persons approved in writing by Canada acting reasonably.
- 2.1.2. Unless otherwise expressly agreed to by Canada and Contractor to the contrary, the cost of all work, materials and other services performed or supplied by Canada respecting the Equipment Area plus an administration fee of 15% on that amount must be paid by the Contractor. In addition, if Canada, acting reasonably, determines that certain other services are required, the Contractor must pay to Canada all charges for all such other services whether or not those special services were requested by the Contractor. Canada will provide reasonable notice in advance of supplying or performing special services.

2.2. Payment

The Contractor will pay to Canada, within 30 days following receipt of invoices, all amounts required to be paid by the Contractor under these provisions, failing which the Contractor will be in default under the Contract. All amounts payable by the Contractor past due will bear interest from the date on which they became due until the date of payment at the same rate as payments due by Canada to the Contractor under the General Conditions under the section entitled "Interest on Overdue Accounts".

3. CONSTRUCTION AND MAINTENANCE

3.1. Construction

- 3.1.1. The Contractor, at its expense and at all times under the supervision of Canada, must install the Contractor's Equipment (if any), including any and all fittings, anchors and other materials used to secure the Contractor's Equipment to the Access Area; must prepare the Equipment Area and must carry out any Contractor's Additional Work, described in Section 3.1.3; all of which work is

collectively referred to as the “**Installation Work**”. The Installation Work must be of a first class professional nature, quality and design, and is subject to Canada’s prior written approval. The Installation Work and the Communications Equipment must be provided and installed by the Contractor in accordance with the plans, drawings and specifications submitted by the Contractor in advance, which will require Canada’s prior written approval. In no event will Canada’s approval of those plans be considered a representation that Contractor’s Equipment will not cause interference with other systems in the Property or that Contractor’s plans comply with applicable laws, rules or regulations, since that responsibility will remain with the Contractor.

- 3.1.2. The Installation Work must be performed: (i) at the sole cost of the Contractor; (ii) by contractors and workmen approved by Canada; (iii) in a good and workmanlike manner; (iv) in accordance with drawings and specifications approved by Canada; (v) in accordance with all applicable laws and regulations; (vi) subject to the reasonable regulations, supervision, control and inspection of Canada; and (vii) subject to such indemnification against liens and expenses as Canada reasonably requires. Upon completion of the Installation Work and any and all subsequent alterations, the Contractor must, at its expense, submit to Canada a complete set of "as-built" mechanical, electrical, architectural and structural drawings, and electronic copies, of the Equipment Area reflecting the completed work. The Contractor must pay to Canada the Crown's reasonable costs of reviewing the drawings and specifications and supervising all such work. Despite the foregoing, Canada will have the right to perform any or all of the building related Installation Work at the Contractor's cost, and the Contractor must pay to Canada the cost of this related work plus a sum equal to 15% of such cost representing the Crown's overhead, all as reasonably determined by Canada.
- 3.1.3. The Contractor must, at its sole cost, obtain all required permits, accesses, consents and other approvals, as the case may require, for the installation, maintenance and operation of the Contractor's Equipment. Where required by Canada, the Contractor must obtain the written assurances of a professional engineer with respect to the Installation Work conforming to all required safety measures including wind load resistance and floor load capacity.
- 3.1.4. For all new installations, the Contractor must label each cable placed in the telecommunications pathways, in each telephone closet through which cables pass, with identification information including, but not limited to, the Contract serial number, the floor where the cable originates and the floor where cable terminates, and any other information as may be reasonably required by Canada.
- 3.1.5. The Contractor will not, during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Property's loading docks, the sidewalks around the Property or any of its entranceways. If this occurs, the Contractor must take corrective action as promptly as feasible, but in no event more than 24 hours following notice by Canada.
- 3.1.6. The Contractor may amend Schedule A, from time to time, with the prior written consent of Canada, which consent must not be unreasonably withheld, for the purpose of serving additional Property tenants. All terms and conditions of this Section 3 will apply to such circumstances. The Contractor is solely responsible for all costs for the construction of any additional facilities including, but not limited to, risers and telecom rooms, if these facilities are required to accommodate the installation of the Contractor's Equipment.
- 3.1.7. Canada may: (i) alter, construct improvements to, rearrange and construct additional facilities in the Property; (ii) relocate the facilities and improvements in or comprising the Property; (iii) do whatever things on or in the Property are required to comply with any laws, by-laws, regulations, orders or directives affecting the Property or any part of it; and (iv) do whatever other things on or in the Property as Canada determines to be advisable.

3.2. Hazardous Materials

- 3.2.1. The Contractor will not install or bring any hazardous substance or material onto the Property. If any hazardous materials are installed or brought into the Property by or on behalf of Contractor, then the Contractor must cause their removal within 24 hours. If the Contractor discovers, uncovers, disturbs, or otherwise reveals any existing hazardous materials within the Property, the Contractor must immediately stop any work in progress and report its findings to Canada within 24 hours. The Contractor must not conduct any further work in the reported Equipment Area without Canada's prior written approval.
- 3.2.2. The Contractor will have three options upon discovery of pre-existing hazardous material and cessation of work as described above: (i) reroute its planned access route to avoid the hazardous material Equipment Areas; (ii) terminate Access according to the procedure described in Section 4; (iii) reschedule its installation work to a period after Canada has completed corrective action; however, the Contractor may terminate the right to use the Access Area by giving written notice to Crown if that corrective action has not been started and diligently pursued within 30 days after Canada receives notice of the Contractor's discovery of the hazardous materials. If (i) is not possible or (iii) causes delays in the installation work, the Contractor is released from its obligations to provide the telecommunications services to require the right to use the affected Access Area.

3.3. Maintenance and Repair

- 3.3.1. All maintenance, repairs and replacements of or to the Contractor's Equipment and any and all fittings, anchors and other materials used to secure the Communications Equipment on the Equipment Area must be performed by, and will be the sole responsibility of, the Contractor, at its sole expense.
- 3.3.2. Except for the maintenance, repairs and replacements referred to in Section 3.3.1 above, all maintenance, repairs or replacements (whether structural, major or otherwise) of or to the Access Area or any other part of the Property due to or arising from: (i) the Contractor's use of the Access Area, (ii) the installation or operation of the Contractor's Equipment, or (iii) the installation of any wiring in connection with the Contractor's Equipment, will be performed by Canada, at the Contractor's sole cost.
- 3.3.3. If: (i) the Property is damaged or destroyed or requires repair, replacement or alteration as a result of the act or omission of the Contractor, its employees, agents, invitees, licensees, contractors or others for whom it is in law responsible; or (ii) if Canada determines that any repairs, replacements or improvements to any part of the Property, including, without limitation, to any of the systems of the Property, are required as a result of the use of the Access Area by the Contractor, the Contractor must pay to Canada the cost of the resulting repairs, replacements, improvements or alterations.
- 3.3.4. If Canada determines that: (i) the presence of the Contractor's Equipment in the Property; (ii) the state of repair of the Contractor's Equipment; or (iii) the Contractor's use of the Property, creates an emergency situation, Canada will, without notice to the Contractor, take any actions that Canada determines are required to remedy the emergency and the Contractor must pay to Canada the cost of those actions, plus a sum equal to 15% of that cost (representing Canada's overhead).

4. TERMINATION

4.1. Restoration of the Equipment Area

- 4.1.1. Except as may be specifically provided for in this Section, the Contractor's Equipment will at all times remain the property of the Contractor. The Contractor, at the expiration or earlier termination of the right to use the Access Area, at its cost must: (i) remove the Contractor's Equipment, all trade fixtures and all of the Contractor's personal property from the Access Area,

- (ii) restore the Access Areas to Canada's then current Property standard (including, without limitation, the removal and disposal of any and all hazardous or toxic substances and their containers in accordance with all applicable laws and the requirements of all authorities and all required repairs and restoration of the roof of the Property) to the extent required by Canada, and (iii) otherwise peaceably surrender and deliver up vacant possession of the Access Areas to Canada (in as good order, condition and repair as the Contractor is required under these provisions to maintain and keep the Access Area). The Contractor, at its cost, must repair any damage caused to the Property or any part of it by this removal or restoration.
- 4.1.2. If the Contractor does not remove its Contractor's Equipment, trade fixtures and personal property at the expiry or earlier termination of the right to use the Access Area, then, at the option of Canada and without prejudice to any other rights or remedies available to Canada, the Contractor's Equipment, trade fixtures and personal property will become the absolute property of Canada without payment of any compensation for it to the Contractor and, without notice to the Contractor, may be removed from the Access Area and sold or disposed of by Canada in the manner it considers advisable, all without any liability whatsoever to Canada. If the Contractor fails to repair any damage or complete any work, removal, disposal or restoration referred to in this section by the expiry or earlier termination of these provisions, the Contractor must pay to Canada the cost of removing and selling or disposing of such Contractor's Equipment, trade fixtures and personal property and restoring the Access Area to Canada's then current Property standard, plus a sum equal to 15% of the cost representing the Crown's overhead.
- 4.1.3. The Contractor expressly acknowledges and agrees that the Contractor's obligations under Section 4.1.1 of these provisions will survive the expiry or termination of the right to use the Access Area and will not merge.

4.2. Default and Early Termination

- 4.2.1. If the Contractor fails to perform, observe or comply with any of: (i) the provisions other than payment by the Contractor of any costs; or (ii) the rules and regulations and amendments applicable to the Access Area, then Canada, in addition to and without limiting any of its other rights or remedies, will have the immediate right, to be exercised by written notice to the Contractor, to suspend the right to use the Access Area granted under these provisions (until such failure is remedied by the Contractor). If: (A) the Contractor fails to remedy the breach within 10 days (or such shorter period as may be provided in these provisions), or (B) if the breach cannot reasonably be remedied within 10 days or such shorter period, the Contractor fails to commence to remedy such breach within 10 days or such shorter period or thereafter fails to proceed diligently to remedy its breach, in either case after the suspension notice set forth in this Section 4.2.1, then Canada will have the further right, to be exercised by written notice to the Contractor, to terminate the right to use the Access Area.
- 4.2.2. If the Contractor is deemed to be in default under Section 2.2 of these provisions as a result of a failure to pay amount(s) owing by the Contractor, Canada has the right, to be exercised by written notice to the Contractor, to: (i) immediately suspend the right to use the Access Area granted under these provisions (until the failure is remedied by the Contractor); (ii) terminate the right to use the Access Area upon 5 days written notice to cure the default; or (iii) deduct the amount owing from its next payment to the Contractor under the Contract.
- 4.2.3. If the Contractor abandons the Access Area or stops continuously and actively using the Access Areas for the Permitted Use for more than 15 consecutive days, Canada will have the immediate right, to be exercised by written notice to the Contractor, to terminate the right to use the Access Area.
- 4.2.4. Canada may at any time terminate the right to use the Access Area (or any portion of it) as of any date, by written notice (the "**Termination Notice**") to the Contractor at least 60 days before the date of termination where the Crown notifies the Contractor of the effective date of the termination

(the "**Termination Date**") and that: (i) Canada intends to commence a construction, demolition or redevelopment of all or any portion of the Property such that, in the opinion of the Crown, acting reasonably, the occupation of the Equipment Area by the Contractor will prevent, obstruct, delay, or otherwise adversely affect that construction, demolition or redevelopment; (ii) Canada has entered into an agreement with another party to occupy office, industrial, retail or residential premises in the Property, and that party requires use of all or a portion of the Access Area; or (iii) Canada has entered into a sale of a portion or all of the Property that includes any portion of the Access Area with a purchaser. In any of these situations, Canada's termination of the Contractor's right to use the Access Area will release the Contractor from its obligations to provide the telecommunications services that required the right to use the Access Area (or the portion of it) to which the Contractor no longer has access.

- 4.2.5. If: (i) any portion of the Access Area or the Property is damaged or destroyed and cannot be repaired and rendered fit for normal use within 60 days of the happening of the injury; or (ii) any portion of the Access Area or the Property is damaged or destroyed by a cause for which Canada is not insured or not required to insure against or the cost of repairing such damage or destruction exceeds the insurance proceeds available, Canada by giving written notice within 30 days of the injury occurring, may terminate the right to use the Access Area and the Contractor must immediately deliver vacant possession of the Access Area to Canada. In any of these situations, Canada's termination of the Contractor's right to use the Access Area will release the Contractor from its obligations to provide the telecommunications services that required the right to use the Access Area (or the portion of it) to which the Contractor no longer has access.

5. RELOCATION

5.1. Relocation

Canada has the right at any time, by giving no less than 60 days' written notice (the "**Notice of Relocation**"), to relocate the Contractor's Communications Equipment and/or Connecting Equipment to other premises in the Property (the "**Relocated Equipment Area**") in a location determined by Canada in consultation with the Contractor, and the following terms and conditions of this Section 5.1 will apply:

- 5.1.1. The Relocated Equipment Area accommodating the Communications Equipment must contain approximately the same area as, or greater area than, the Equipment Area, and the Relocated Equipment Area must, in the reasonable opinion of Canada, be suitable for the Contractor's requirements of the Permitted Use.
- 5.1.2. The Contractor and Canada must share equally in the reasonable, direct, out-of-pocket costs, if any, of moving the Contractor's Equipment and any other Contractor's material contained in the Equipment Area, from the Equipment Area to the Relocated Equipment Area.
- 5.1.3. The terms and conditions of these provisions apply, mutatis mutandis, to the Relocated Equipment Area, except to the extent that they are inconsistent with the terms and conditions of this Section 5.1.

6. GENERAL

6.1. Rules and Regulations

The use of the Equipment Area under these provisions and access to them is subject to the rules and regulations (as amended from time to time), which Canada may establish from time to time.

6.2. Schedules

Schedules A and B form part of and are included in these provisions.

Schedule A to Annex

**Communications Equipment; Listing and Specifications
Connecting Equipment; Listing and Specifications**

[to be completed after contract award]

**Schedule B to Annex
Equipment Area; Floor Plan**

[to be completed after contract award]

BIDDER FORMS

Form 1 – Bid Submission Form

BID SUBMISSION FORM					
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>					
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name				
	Title				
	Address				
	Telephone #				
	Fax #				
	Email				
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>					
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)					
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p>				
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	<p>On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td style="width: 20%;"></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]					

Solicitation No. - N° de l'invitation
10030876
Client Ref. No. - N° de réf. du client
13-1419

Amd. No. - N° de la modif.
File No. - N° du dossier
10030876 – C66

Buyer ID - Id de l'acheteur
C66
CCC No./N° CCC - FMS No./N° VME

<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i></p>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<p>Signature of Authorized Representative of Bidder</p>	

Form 2 – Code of Conduct Certification Form

Adresse de courriel /E-mail Address:
Ministère/Department:
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN
Numéro de la demande de proposition Request for Proposal Number
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)
1. Membre / Director
2. Membre / Director
3. Membre / Director
4. Membre / Director
5. Membre / Director
6. Membre / Director
7. Membre / Director
8. Membre / Director
9. Membre / Director
10. Membre / Director
Autres Membres/ Additional Directors: