

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Cable Television Signal Services	
<b>Solicitation No. - N° de l'invitation</b> 21401-140003/A	<b>Date</b> 2014-08-06
<b>Client Reference No. - N° de référence du client</b> 21401-14-20-1945215	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EJ-598-27853	
<b>File No. - N° de dossier</b> 598ej.21401-140003	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-22</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> St-Onge, Josée	<b>Buyer Id - Id de l'acheteur</b> 598ej
<b>Telephone No. - N° de téléphone</b> (819) 956-1193 ( )	<b>FAX No. - N° de FAX</b> (819) 956-1156
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> See attached solicitation	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

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

# **BID SOLICITATION** **CABLE TELEVISION SIGNAL SERVICES** **FOR** **CORRECTIONAL SERVICE CANADA**

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	4
1.1 Introduction	4
1.2 Summary	4
1.3 Debriefings	5
<b>PART 2 - BIDDER INSTRUCTIONS</b>	6
2.1 Standard Instructions, Clauses and Conditions	6
2.2 Submission of Bids	6
2.3 Former Public Servant	6
2.4 Enquiries - Bid Solicitation	8
2.5 Applicable Laws	8
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	9
3.1 Bid Preparation Instructions	9
3.2 Section I: Technical Bid	10
3.3 Section II: Financial Bid	11
3.4 Section III: Certifications	11
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	12
4.1 Evaluation Procedures	12
4.2 Conduct of Evaluation in Steps	12
<b>PART 5 - CERTIFICATIONS</b>	14

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<b>5.1 Mandatory Certifications Required Precedent to Contract Award</b>	14
<b>5.2 Canadian Content Certification- (SACC clause A3069T (2010/01/11))</b>	14
<b>5.3 Canadian Content Definition</b>	15
<b>5.4 Additional Certifications Precedent to Contract Award</b>	15
<b>5.5 Integrity Provisions – Certifications Required Precedent to Contract Award</b>	15
<b>PART 6 - FINANCIAL REQUIREMENTS</b>	16
<b>6.1 Financial Capability</b>	16
<b>PART 7 - RESULTING CONTRACT CLAUSES</b>	17
<b>7.1 Requirement</b>	17
<b>7.2 Standard Clauses and Conditions</b>	17
<b>7.3 Security Requirement</b>	18
<b>7.4 Contract Period</b>	18
<b>7.5 Authorities</b>	18
<b>7.6 Proactive Disclosure of Contracts with Former Public Servants</b>	19
<b>7.7 Payment</b>	19
<b>7.8 Invoicing Instructions</b>	22
<b>7.9 Certifications</b>	23
<b>7.10 Federal Contractors Program for Employment Equity - Default by Contractor</b>	23
<b>7.11 Applicable Laws</b>	23
<b>7.12 Priority of Documents</b>	23
<b>7.13 Limitation of Liability for Satellite Services</b>	24
<b>7.14 Joint Venture Contractor</b>	26

<b>7.15 Responsibility of Canada for Content Transmitted or Received using Satellite Services</b>	26
<b>7.16 Representations and Warranties</b>	27
<b>7.17 Access to Canada's Property and Facilities</b>	27
<b>7.18 Termination for Convenience of Cable Television Signal Services</b>	27

#### List of Annexes to the Resulting Contract:

Annex A	Statement of Work
Annex B	Pricing Tables: <ul style="list-style-type: none"> <li>• Appendix A - Cable Television Signal Services for Collins Bay Institution/Complex</li> <li>• Appendix B - Cable Television Signal Services for Beaver Creek Institution/Complex</li> <li>• Appendix C - Cable Television Signal Services for Joyceville Institution/Complex</li> <li>• Appendix D - Cable Television Signal Services for Warkworth Institution</li> <li>• Appendix E - Cable Television Signal Services for Grand Valley Institution</li> <li>• Appendix F - Cable Television Signal Services for Millhaven Institution</li> <li>• Appendix G - Cable Television Signal Services for Bath Institution</li> </ul>

#### Forms:

- Form 1 – Bid Submission Form
- Form 2 – Substantiation of Technical Compliance Form
- Form 3 – Criminal Record Verification Form
- Form 4 – Canadian Content Certification
- Form 5 – Federal Contractors Program for Employment Equity - Certification

# BID SOLICITATION

## CABLE TELEVISION SIGNAL SERVICES

### FOR

## CORRECTIONAL SERVICE 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 Financial Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

#### 1.2 Summary

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of Correctional Service Canada (CSC) (the "**Client**") for the provision of cable television signal services at Collins Bay Institution/Complex, Beaver Creek Institution/Complex, Joyceville Institution/Complex, Warkworth Institution, Grand Valley Institution, Millhaven Institution and Bath Institution.
- 1.2.2 It is intended to result in the award of a contract for five years.
- 1.2.3 Bidder(s) may submit a bid for one or more Institutions/Complex listed above.
- 1.2.4 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation.
- 1.2.5 For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 1.2.6 The requirement is subject to the provisions of the *Agreement on Internal Trade* (AIT).
- 1.2.7 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."

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
21401-140003/A		598EJ
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
21401-14-0003	598EJ.21401-140003	

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

### 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.

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2014/06/26), Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- (i) Delete: sixty (60) days
  - (ii) Insert: one-hundred and eighty (180) days
- (e) 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.

### 2.2 Submission of Bids

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

### 2.3 Former Public Servant

#### (a) Information Required

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

#### (b) Definitions

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

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

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

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

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

**(c) Former Public Servant in Receipt of a Pension**

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

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

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

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

**(d) Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

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

## 2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (5 hard copies) and 5 soft copies on CD/DVD.
  - (ii) Section II: Financial Bid (1 hard copy) and 1 soft copy on CD/DVD.
  - (iii) Section III: Certifications (5 hard copies).
- If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- (c) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:
- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
  - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.
- (d) Bidder(s) must submit a separate bid for one or more Institution(s) listed below:
- Collins Bay Institution/Complex;
  - Beaver Creek Institution/Complex;
  - Joyceville Institution/Complex;
  - Warkworth Institution;
  - Grand Valley Institution;
  - Millhaven Institution;
  - Bath Institution
- (e) **Submission of Only One Bid per Institutions/Complex from a Bidding Group:**

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

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

**(f) Joint Venture Experience:**

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

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

### 3.2 Section I: Technical Bid

- (a) 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 in a thorough, concise and clear manner for carrying out the work. The technical bid must 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.
- (b) The technical bid consists of the following:
  - (i) **Bid Submission Form 1:** Bidders are requested to include the Bid Submission Form - 1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Financial Requirements:** Required by Part 6 of the bid solicitation.
- (iii) **Substantiation of Technical Compliance Form 2 :** The technical bid must substantiate the compliance of the Bidder and its proposed services with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. 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. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

### 3.3 Section II: Financial Bid

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

### 3.4 Section III: Certifications

- (a) Bidders must submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 5 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Conduct of Evaluation in Steps

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

In the event that a Bidder submits a bid for one or more Institutions/Complex, the evaluation will be conducted separately for each Institutions/Complex.

#### (a) **Step 1 - Canadian Content:**

The evaluation team will determine first if there are two bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and fewer than three responsive bids with a valid certification remain, Canada will continue evaluating only the bids with a valid certification. If all bids with a valid certification are declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### (b) **Step 2- Technical Evaluation - Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

#### (c) **Step 3- Financial Evaluation**

The financial evaluation will be conducted by calculating the Bid Evaluated Value (BEV) per Institution for a period of 5 years using the Annex B - Pricing Tables completed by the bidders.

#### **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.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
21401-140003/A		598EJ
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
21401-14-0003	598EJ.21401-140003	

**(d) Step 4 - Basis of Selection**

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 bid evaluated value per Institution will be recommended for award of a contract.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

## 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

#### 5.1.1 Code of Conduct and Certifications - Related documentation

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

#### 5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/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.

### 5.2 Canadian Content Certification- (SACC clause A3069T (2010/01/11))

- (a) This procurement is conditionally limited to Canadian goods and Canadian services.
- (b) Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.
- (c) Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.
- (d) The Bidder certifies that a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

- (e) For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

### 5.3 Canadian Content Definition

- (a) SACC Manual Clause A3050T (2010/01/11), Canadian Content Definition.

### 5.4 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

### 5.5 Integrity Provisions – Certifications Required Precedent to Contract Award

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. Bidders may complete the Form 3 to provide the list of names with their bids.
- (b) If the required names have 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 the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) For more details on the Integrity Provisions, please consult article 01 titled Integrity Provision-Bid of the Standard Instructions 2003.



Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

## PART 6 - FINANCIAL REQUIREMENTS

### 6.1 Financial Capability

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

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME 

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

**(a) TO BE INSERTED UPON CONTRACT AWARD** (the "**Contractor**") agrees to supply to the Client the services described in the Contract on an as-and-when requested basis, including the Statement of Work in accordance with, and at the prices set out in, the Contract. This includes:

- (i) providing cable television signal services described in the Contract for Collins Bay Institution/Complex;
- (ii) providing cable television signal services described in the Contract for Beaver Creek Institution/Complex;
- (iii) Providing cable television signal services described in the Contract for Joyceville Institution/Complex;
- (iv) providing cable television signal services described in the Contract for Warkworth Institution;
- (v) providing cable television signal services described in the Contract for Grand Valley Institution;
- (vi) providing cable television signal services described in the Contract for Millhaven Institution;
- (vii) providing cable television signal services described in the Contract for Bath Institution,

**Note to Bidders:** Any resulting contract would only list the applicable Institution(s)/Complex above that are awarded to the successful bidder(s) in accordance with the evaluation methodology set out in this bid solicitation. If any bidder is selected for award of one or more Institutions, Canada reserves the right to award one contract for all the Institutions awarded to that bidder.

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

- (b) Client:** Under the Contract, the "**Client**" is Correctional Service Canada (CSC).
- (c) Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.
  - (i) "Continuous service"** means an uninterrupted services within in any given month excluding additions and/or deletions.

### 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

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**(a) General Conditions:**

- (i) 2035 (2014/06/26), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**(b) Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4005 (2012/07/16), Supplemental General Conditions - Telecommunications Services and Products;
- (ii) 4006 (2010/08/16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

**7.3 Security Requirement**

There is no security requirement applicable to this Contract.

**7.4 Contract Period**

- (a) Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) the "Contract Period", which begins on November 1, 2014 and ends October 31, 2019.

**7.5 Authorities**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Josée St-Onge  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Informatics and Telecommunications Systems Procurement Directorate (ITSPD)  
Place du Portage, Phase II, Tower C,  
11 Laurier Street,  
Gatineau, Quebec K1A 0S5  
Telephone: (613) 956-1193  
Facsimile: (613) 953-3703  
E-mail address: josee.st-onge@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**(b) Technical Authority**

The Technical Authority for the Contract is:

**TO BE INSERTED UPON CONTRACT AWARD**

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

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

**(c) Contractor's Representative**

***TO BE INSERTED UPON CONTRACT AWARD***

**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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7.7 Payment**

**(a) Basis of Payment:**

- (i) Cable Television Signal Services for Collins Bay Institution/Complex:** In consideration of the Contractor, providing continuous of cable television signal services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly prices set out in Annex B, Appendix A - Pricing Table per active outlet on the last day of the month, Applicable Taxes are extra. In the event that the provision of the cable television signal services was not continuous, the firm monthly price will be prorated based on the actual hours of continuous cable television signal services provided (firm monthly price divided by the number of days in a month divided by the number of hours in a day times the number of hours of continuous cable television signal services times the number of active outlets).
- (ii) Cable Television Signal Services for Beaver Creek Bay Institution/Complex:** In consideration of the Contractor, providing continuous of cable television signal services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly prices set out in Annex B, Appendix B - Pricing Table per active outlet on the last day of the month, Applicable Taxes are extra. In the event that the provision of the cable television signal services was not continuous, the firm monthly price will be prorated based on the actual hours of continuous cable television signal services provided (firm monthly price divided by the number of days in a month divided by the number of hours in a day times the number of hours of continuous cable television signal services times the number of active outlets).
- (iii) Cable Television Signal Services for Joyceville Institution/Complex:** In consideration of the Contractor, providing continuous of cable television signal services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly prices set out in Annex B, Appendix C - Pricing Table per active outlet on the last day of the month, Applicable Taxes are extra. In the event that the provision of the cable television signal services was not continuous, the firm monthly price will be prorated based on the actual hours of continuous cable television signal services provided (firm monthly price divided by the number of days in a month divided by the number of hours in a day times the number of hours of continuous cable television signal services times the number of active outlets).
- (iv) Cable Television Signal Services for Warkworth Institution:** In consideration of the Contractor, providing continuous of cable television signal services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly prices set out in Annex B, Appendix D - Pricing Table per active outlet on the last day of the month, Applicable Taxes are extra. In the event that the provision of the cable television signal services was not continuous, the firm monthly price will be prorated based on the actual

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

hours of continuous cable television signal services provided (firm monthly price divided by the number of days in a month divided by the number of hours in a day times the number of hours of continuous cable television signal services times the number of active outlets).

- (v) **Cable Television Signal Services for Grand Valley Institution:** In consideration of the Contractor, providing continuous of cable television signal services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly prices set out in Annex B, Appendix E - Pricing Table per active outlet on the last day of the month, Applicable Taxes are extra. In the event that the provision of the cable television signal services was not continuous, the firm monthly price will be prorated based on the actual hours of continuous cable television signal services provided (firm monthly price divided by the number of days in a month divided by the number of hours in a day times the number of hours of continuous cable television signal services times the number of active outlets).
  - (vi) **Cable Television Signal Services for Millhaven Institution:** In consideration of the Contractor, providing continuous of cable television signal services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly prices set out in Annex B, Appendix F - Pricing Table per active outlet on the last day of the month, Applicable Taxes are extra. In the event that the provision of the cable television signal services was not continuous, the firm monthly price will be prorated based on the actual hours of continuous cable television signal services provided (firm monthly price divided by the number of days in a month divided by the number of hours in a day times the number of hours of continuous cable television signal services times the number of active outlets).
  - (vii) **Cable Television Signal Services for Bath Institution:** In consideration of the Contractor, providing continuous of cable television signal services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly prices set out in Annex B, Appendix G - Pricing Table per active outlet on the last day of the month, Applicable Taxes are extra. In the event that the provision of the cable television signal services was not continuous, the firm monthly price will be prorated based on the actual hours of continuous cable television signal services provided (firm monthly price divided by the number of days in a month divided by the number of hours in a day times the number of hours of continuous cable television signal services times the number of active outlets).
  - (viii) **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.
  - (ix) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- (b) **Limitation of Expenditure**
- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
  - (ii) 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

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- (A) it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (iii) 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.

**(c) Method of Payment - Monthly Payment for Services**

- (i) H1008C (2008/05/12), Monthly Payment.

**(d) Payment Credits**

- (i) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

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

- (i) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

(including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.

- (ii) The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
  - (iii) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
  - (iv) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
  - (v) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
  - (vi) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
  - (vii) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.
- (f) No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
  - (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 7.8 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

- (c) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and an electronic copy to the Contracting Authority.

## 7.9 Certifications

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

## 7.10 Federal Contractors Program for Employment Equity - Default by Contractor

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

## 7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***TO BE INSERTED UPON CONTRACT AWARD.***

## 7.12 Priority of Documents

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

- (a) section 02 of Supplemental General Conditions 4005 (Telecommunications Services and Products) entitled "Termination Rights Associated with Breach of Telecommunications Warranties and Representations";
- (b) \_\_\_\_\_ (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.

- (c) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (d) supplemental general conditions, in the following order:
  - (i) 4005, other than Section 02, which takes priority as set out above under sub-paragraph (a)
  - (ii) 4006;
- (e) general conditions 2035 (2014/06/26), Higher Complexity - Services;
- (f) Annex A, Statement of Work;
- (g) Annex B, Pricing Tables:
  - Appendix A - Cable Television Signal Services for Collins Bay Institution/Complex;



Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

- Appendix B - Cable Television Signal Services for Beaver Creek Institution/Complex;
- Appendix C - Cable Television Signal Services for Joyceville Institution/Complex;
- Appendix D - Cable Television Signal Services for Warkworth Institution;
- Appendix E - Cable Television Signal Services for Grand Valley Institution;
- Appendix F - Cable Television Signal Services for Millhaven Institution;
- Appendix G - Cable Television Signal Services for Bath Institution;

- (h) the Contractor's bid dated **TO BE INSERTED UPON CONTRACT AWARD** 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.

### 7.13 Limitation of Liability for Satellite Services

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

#### (b) Interruptions to Satellite Services:

- (i) Despite anything in the Contract to the contrary, Canada agrees to indemnify the Contractor against all liability, damages, or claims made against the Contractor by any third party that relate to the Contractor's satellite service being interrupted or unavailable, as long as the reason the Contractor's satellite service was interrupted or unavailable was either:
- (A) an event of force majeure, including, for example, acts of God, meteors, fire, flood, weather conditions, Sun Transit Period(s) (defined below), sun outages or other circumstances in the space environment over which the Contractor has no control, launch failure or other catastrophic failure of satellite, laws of any governmental entity, acts of terrorism, insurrections, embargoes, and wars; or
  - (B) a malfunction that occurs for any reason after the satellite is launched, as long as the repairs cannot be made remotely before the damage occurs, or the cost of making the repairs is commercially unreasonable.

This applies whether or not the event of force majeure or the malfunction is foreseeable. Canada agrees that, in the event of force majeure and/or malfunction as described above, Canada will only be entitled to recover the service credits relating to satellite service availability, if any, that are described in the Contract.

- (ii) "Sun Transit Period" means the period when the noise emissions from the sun degrade system performance at earth stations below the specifications for the satellite services to be provided by the Contractor under the Contract.
- (iii) Canada agrees that, if the satellite services being provided by the Contractor under the Contract are interrupted or unavailable for any reason not described in paragraph (b)(i)(A) or (B), the amount that Canada can recover is subject to the limit described in (c)(v) below or the service credits relating to satellite service availability, if any, to which Canada is entitled, whichever is more.

#### (c) First Party Liability:

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
    - (B) physical injury, including death.
  - (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - (iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
  - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
    - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to a total per Contract year for this subparagraph (B) of \$ 2 Million (where each Contract year begins on the anniversary of the Contract being issued).
  - (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (d) Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights;

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (d).

#### 7.14 Joint Venture Contractor

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

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

#### 7.15 Responsibility of Canada for Content Transmitted or Received using Satellite Services

- (a) Canada acknowledges that it is solely responsible for any content that it, or any person it permits to use the satellite services being provided under the Contract, transmits or receives using those satellite services.
- (b) If a third party makes any claims arising from reliance on or use of any of the content transmitted or received by Canada (or any person Canada permits to use the satellite services provided by the Contractor under the Contract) or any other claim arising in respect of the content including, for example, defamation, intellectual property infringement, passing off, acts of unfair competition, or a claim that the content is "obscene" as defined by the *Criminal Code*, s.168 (as amended from time to time) Canada, if requested to do so by the Contractor, will defend the Contractor against the claim at Canada's expense. In this regard, Canada will pay all costs, damages and legal fees that a court finally awards, provided that the Contractor:

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

- (i) promptly notifies Canada in writing of the claim;
  - (ii) co-operates with Canada in, and allows Canada full participation in, the defence and related settlement negotiations; and
  - (iii) obtains Canada's prior approval of any agreement resulting from settlement negotiations held with the third party.
- (c) Canada agrees to participate in any claims, actions or proceedings arising under this Article. Both parties agree not to settle any claim, action or proceeding without the prior written approval of the other party.
- (d) Canada also agrees to indemnify the Contractor against all liability, damages or claims made against the Contractor by any third party in connection with Canada's use of (or failure to use) any content transmitted or received using the satellite services provided by the Contractor under the Contract.

#### **7.16 Representations and Warranties**

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

#### **7.17 Access to Canada's Property and Facilities**

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

#### **7.18 Termination for Convenience of Cable Television Signal Services**

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

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
21401-140003/A		598EJ
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
21401-14-0003	598EJ.21401-140003	

**ANNEX A**  
**STATEMENT OF WORK**

*(Available as an attachment in .pdf format)*

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
21401-140003/A		598EJ
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
21401-14-0003	598EJ.21401-140003	

**ANNEX B**  
**PRICING TABLES**

*(Available as an attachment in MS Excel format)*

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 598EJ.21401-140003	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

## BIDDER FORMS

### Form 1: Bid Submission Form

BID SUBMISSION FORM		
<b>Bidder's full legal name</b>  <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <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>		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Tariffs:</b> As per Article 7.12 (b) Bidders are to list all of the Tariffs that apply.		
<b>Institutions/Complex covered by this bid:</b> Bidders are requested to indicate which Institution(s)/complex they are proposing to supply in this bid (if the bidder has submitted bid for one or more Institutions, please only indicate the Insititutions covered by this bid)	<b>Institutions/Complex</b>	<b>Yes / No</b>
	Collins Bay Institution/Complex	
	Beaver Creek Institution/Complex	
	Joyceville Institution/Complex	
	Warthworth Institution	
	Grand Valley Institution	
	Millhaven Institution	
	Bath Institution	

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?  Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

<b>Signature of Authorized Representative of Bidder</b>	
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Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.  	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME  

## Form 2: Substantiation of Technical Compliance Form

Form 2 Substantiation of Technical Compliance Form		
Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<p><i>Subsection 2.4 of Annex A - Statement of Work:</i></p> <p>The Contractor must provide a viable dB signal to the delineation point at any of the identified institutions for CATV/MATV service.</p>		
<p><i>Subsection 2.6.3 of Annex A - Statement of Work:</i></p> <p>The channel strength on all channels must be of +10dbV or greater clean slope, to the satisfaction of the Technical Authority.</p>		
<p><i>Subsection 2.6.4 of Annex A - Statement of Work:</i></p> <p>All channels must be on CATV standard bands, with a maximum frequency of 450 MHz.</p>		
<p><i>Section 2.15 of Annex A - Statement of Work:</i></p> <p>The Contractor must have a business office that is adequately staffed to transact all necessary business, including payment of invoices, during regular business hours. The telephone number of the office must be publicly listed.</p>		

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

<b>Subsection 3.1 of Annex A - Statement of Work:</b>  The Contractor must have at a minimum two (2) years experience in providing cable television signal services to similar facilities with a least 150 outlets.		
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### **Form 3 - Criminal Record Verification Form**

In accordance with Article 5.5 of this solicitation, you are requested to complete one of the tables below.

<b>Incorporated Companies:</b>	
<b>Legal Name of the Bidder:</b>	
<b>Bidder Address:</b>	
<b>Bidder PBN:</b>	
<b>Board of Director(s)</b> <i>(Use format – first name last name)</i>	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.
	10.
	11.
	12.
	13.
	14.
	15.
<b>Additional Director(s)</b>	1.
	2.
	3.
	4.
	5.
	6.
	7.

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

<b>Sole Proprietor:</b>	
<b>Legal Name of the Bidder:</b>	
<b>Bidder Address:</b>	
<b>Bidder PBN:</b>	
<b>Owner(s)</b> <i>(Use format – first name last name)</i>	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.
	10.
	11.
	12.
	13.
	14.
	15.
<b>Additional Owner(s)</b>	1.
	2.
	3.
	4.
	5.
	6.
	7.

Solicitation No. - N° de l'invitation <b>21401-140003/A</b>	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur <b>598EJ</b>
Client Ref. No. - N° de réf. du client <b>21401-14-0003</b>	File No. - N° du dossier <b>598EJ.21401-140003</b>	CCC No./N° CCC - FMS No./N° VME

## **Form 4 - Canadian Content Certification Form**

<b>Form 4</b> <b>Canadian Content Certification</b>	
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.	
On behalf of the bidder, by signing below, I confirm that [ <i>check the box that applies</i> ]:	
At least 80 percent of the total bid price consists of Canadian goods and services (as defined in the solicitation)	
Less than 80 percent of the total bid price consists of Canadian goods and services (as defined in the solicitation)	
Name of the Authorized Representative of Bidder: _____	
Signature of the Authorized Representative of Bidder: _____	
Solicitation Number: <b>21401-140003/A</b>	

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif. 	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME 

## **Form 5 - 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**

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
21401-140003/A		598EJ
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
21401-14-0003	598EJ.21401-140003	

- ( ) 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).

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

# **Annex A – Statement of Work for Cable Television Signal Services**

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

## 1 REQUIREMENT

- 1.1 Correctional Service Canada (CSC) has a requirement for the provision of television signal services for Collins Bay Institution/Complex, Beaver Creek Institution/Complex, Joyceville Institution/Complex, Warkworth Institution, Grand Valley Institution, Millhaven Institution, and Bath Institution. Services may be delivered by satellite dish, analogue, digital cable or any other medium, as deemed acceptable through conformance of the specifications within this Statement of Work.

## 2 SCOPE

- 2.1 The Contractor must provide all personnel, tools, services, supplies, materials, supervision, equipment and components or services necessary to install, operate and maintain a television signal system for the named Institutions.
- 2.2 The Contractor must provide a signal system service to the institutions and other buildings. Below is the required number of outlets for each institutional site at contract award:

Table 1:

Institutional Site	Number of Outlets
Collins Bay Institution/Complex	736
Beaver Creek Institution/Complex	745
Joyceville Institution/Complex	725
Warkworth Institution	450
Grand Valley Institution	231
Millhaven Institution	400
Bath Institution	592

- 2.2.1 The number of outlets is subject to increase or decrease at each of the Institutions/Complex identified in Table 1. Correctional Service Canada will provide a written notice of the increase or decrease at no additional cost.
- 2.2.2 The Contractor must confirm receipt of the e-mail within 24 hours by using the same means of communications used to transmit the request by making reference to the Technical Authority's named Institutions/Complex. The additions and/or deletions must be effective the 1<sup>st</sup> day of the following month.
- 2.3 The transmission of the signal must be received at a central location, hereinafter referred to as the delineation point for:
- Collins Bay Institution/Complex, situated on the premises of Collins Bay Medium;
  - Beaver Creek Institution/Complex, situated on the premises, BCI Medium;
  - Joyceville Institution/Complex, situated on the premises of Joyceville Medium;
  - Warkworth Institution, situated on the premises of Warkworth Institution;
  - Grand Valley Institution, situated on the premises of Grand Valley Institution;
  - both Millhaven Institution and Bath Institution, situated on the premises of Bath Institution



Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

- 2.4 The Contractor must provide a viable dB signal to the delineation point at any of the identified institutions for CATV/MATV service.
- 2.5 No additional equipment will be permitted to be located in inmate cells or in other areas in the institution. The Contractor may install a satellite dish at a mutually agreeable location in proximity to the CATV distribution room. All signal reception, amalgamation and amplification equipment up to the delineation point will be provided by the Contractor and located in one CSC provided equipment space.
- 2.6 At the delineation point, the Contractor(s) must supply the following:
- 2.6.1 Television signal services that is a "one-way" signal without the possibility of a "cable modem" making outside contact with the Internet.
- 2.6.2 Single lines of combined channel signals with no visible noise or snow in the image. The lines must be capable of including premium movie channels independently to each institution.
- 2.6.3 The channel strength on all channels must be of +10dbV or greater clean slope, to the satisfaction of the Technical Authority.
- 2.6.4 All channels must be on CATV standard bands with a maximum frequency of 450Mhz.
- 2.6.5 The channel placement is to match as closely as possible to local listings.
- 2.6.6 The Contractor must temporarily or permanently remove individual channels as and when requested by the Technical Authority via e-mail. This must be done within 48 hours upon receipt of an e-mail from the Technical Authority. The Contractor must accept at least one request yearly from Correctional Services Canada related to adding / deleting channels.
- 2.6.7 All equipment supplied by the Contractor must be serviced, maintained and remain the sole responsibility of the Contractor during the term of the contract.
- 2.7 The Contractor must provide a basic tier of services, which will include services required by the rules of the Federal Communications Commission and any other federal laws or regulation, public access channels and educational access channels, the retransmission of locally broadcast television signals and other appropriate services.
- 2.8 The Contractor must provide the required number of channels; as selected and agreed upon between the Contractor and Correctional Services Canada, plus any movie channels as selected. Any sexually explicit movies must be completely blocked out from viewing. Any changes to the initial, agreed upon line up of channels can be discussed with Correctional Services Canada; but is subject to the approval of the Technical Authority.
- 2.8.1 Sexually explicit channels are prohibited, and must not be included in the list of channels.
- 2.8.2 Below is the current list of channels as identified by individual sites. Channel 19 is not available due to radio interference. The Contractor is required to provide a complete line-up for each site based on the following list of channels.

**Millhaven Institution & Bath Institution:**

Package A	
No#	Channel Description
1	GLOBAL TORONTO

Package B	
No#	Channel Description
1	ABC DETROIT

Solicitation No. - N° de l'invitation 21401-140003/A		Amd. No. - N° de la modif.		Buyer ID - Id de l'acheteur 598EJ	
Client Ref. No. - N° de réf. du client 21401-14-0003		File No. - N° du dossier 598EJ.21401-140003		CCC No./N° CCC - FMS No./N° VME	
2	CBC OTTAWA	2	CBC TORONTO		
3	NBC BUFFALO	3	CHCH		
4	CTV OTTAWA	4	CITY TV TORONTO		
5	CBC OTTAWA	5	CNBC		
6	CBC KINGSTON	6	CNN		
7	MUCH MORE MUSIC	7	CTV TORONTO		
8	CABLE NEW NETWORK	8	FOX ROCHESTER		
9	THE LEARNING CHANNEL	9	GLOBAL TORONTO		
10	SPORTNET 360	10	NBC DETROIT		
11	ARTS & ENTERTAINMENT	11	OMNI 1		
12	CMT	12	OMNI 2		
13	ENTERTAINMENT TELEVISION	13	SRC MONTREAL		
14	SPIKE TV	14	A & E		
15	TV GUIDE LISTING	15	BBC WORLD		
16	MUCH MUSIC	16	CANAL Z		
17	CBC NEWS NETWORK	17	CBC NEWS NETWORK		
18	VISION TV	18	CMT		
19	HOMES & GARDEN TV	19	BET		
20	DISCOVERY	20	MYSTERY		
21	BRAVO	21	CNN		
22	CITY TORONTO	22	COMEDY		
23	THE FOOD NETWORK	23	CPAC		
24	SHOWCASE	24	CTV NEWS NET		
25	THE HISTORY CHANNEL	25	DEJA VIEW		
26	THE COMEDY NETWORK	26	DISCOVERY CHANNEL		
27	THE SPEED NETWORK	27	DISCOVERY SCIENCE		
28	SPACE	28	DOCUMENTARY		
29	SPORTS NET	29	ESPN CLASSIC		
30	DTOUR	30	FOOD NETWORK		
31	CNBC	31	GALAXIE MUSIC CHANNEL		
32	CTV NEWS NETWORK	32	HBO		
33	THE SPORTS NETWORK	33	HGTV		
34	ABORIGINAL PEOPLE TV NETWORK	34	HISTORY		
35	OUTDOOR LIFE NETWORK	35	IFC		
36	CPAC	36	MOVIE TIME		
37	OPRAH WINFREY NETWORK	37	ENCORE 2		
38	BLACK ENTERTAINMENT NETWORK	38	MTV 2		
39	FIGHT NETWORK	39	MUCH MORE MUSIC		
40	BBC WORLD	40	MUCH MUSIC		
41	NATIONAL GEOGRAPHIC	41	NAT GEO WILD		
42	DISCOVERY SCIENCE	42	OLN		
43	ANIMAL PLANET	43	OWN		
44	IFC INDEPENDENT FILM CHANNEL	44	SHOWCASE ACTION		
45	DOCUMENTARY	45	SPACE		
46	TMN ENCORE	46	SPEED		
47	THE MOVIE NETWORK	47	SPIKE		
48	HBO	48	SPORTSNET 360		
49	MFUN	49	TECH TV		
50	MFEST	50	TELE LATINO		
51	TMN ENCORE 2	51	THE FIGHT NETWORK		
52	HIT LIST	52	TLC		
53	URBAN BEAT	53	TMN		

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

54	HOT COUNTRY	54	MFEST
55	EASY LISTENING	55	MFUN
56	OMNI 2	56	TRAVEL
57	NATIONAL GEOGRAPHIC WILD	57	TSN
58	FX CANADA	58	DTOUR
59	CHCH	59	VISION
60	SHOWCASE ACTION	60	NATIONAL GEOGRAPHIC
61	G4 TECH TV	61	OASIS
62	DEJA VIEW	62	E
63	TSN2 TSN ALTERNATIVE	63	DISCOVERY WORLD
64	INVESTIGATION DISCOVERY	64	MILITARY
65	TRAVEL & ESCAPE	65	MSNBC
66	MTV 2	66	SUNDANCE
67	AL JAZZERA	67	SUPERCANNEL 1
68	CPAC FRENCH	68	SUPERCANNEL 2
69	DIV DO IT YOURSELF	69	SUPER CHANNEL 3
70	SUNDANCE CHANNEL	70	SUPER CHANNEL 4
71	CBC RADIO CHANNEL	71	RDI
72	LIFETIME	72	LIFE TIME
73	OMNI 1	73	ODYSSEY

#### Beaver Creek Institution/Complex:

Package A	
No#	Channel Description
1	TVO
2	CBS
3	CTV TWO BARRIE
4	GLOBAL (TORONTO)
5	TV GUIDE
6	SRC (CBC FRENCH)
7	CFTO
8	NBC
9	CHCH
10	E!
11	MCTV (NORTH BAY)
12	FOOD NETWORK
13	CTV NEWSNET
14	APTN
15	PBS (BUFFALO)
16	OMNI 1
17	OMNI 2
18	TVA
19	CMT
20	TFO
21	MTV
22	CBC NEWSWORLD
23	CPAC
24	THE WEATHER CHANNEL
25	CITY TV
26	ABC
27	TSN
28	TSN 2

Package B	
No#	Channel Description
1	TVO
2	CBS
3	CBC
4	CTV TWO
5	GLOBAL
6	TV GUIDE
7	SRC (CBC FRENCH)
8	CTV (BARRIE)
9	COGECO ON DEMAND
10	NBC
11	CHCH NEWS & MOVIES
12	CTV (SUDBURY)
13	FOOD NETWORK
14	CTV NEWS NETWORK
15	APTN
16	PBS
17	OMNI
18	TVA (FRENCH)
19	CMT
20	TFO
21	OPC (ONTARIO PARLIAMENT CHANNEL)
22	YTV
23	VISION TV
24	CBC NEWS NETWORK
25	CPAC – MANDATORY
26	THE WEATHER CHANNEL
27	CITY TV
28	ABC

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

29	BET
30	DISCOVERY
31	IFC
32	A&E
33	WUTV
34	SPORTSNET ONTARIO
35	CNN
36	MUCHMUSIC
37	SLICE
38	SPACE
39	COMEDY
40	NATIONAL GEOGRAPHIC
41	ANIMAL PLANET
42	NATIONAL GEOGRAPHIC WILD
43	HGTV
44	HISTORY
45	SHOWCASE
46	BRAVO
47	W NETWORK
48	SCORE
49	OLN
50	WSKB
51	MFUN
52	MFEST
53	HBO
54	TMN
55	WPIX
56	SPEED
57	WB11
58	KTLA
59	WGN
60	SHOWCASE ACTION
61	MOVIE TIME
62	AMC
63	CLASSIC ROCK MUSIC
64	URBAN BEAT MUSIC
65	HOT COUNTRY MUSIC
66	FX CANADA
67	TLC
68	OWN
69	CNBC

29	TSN
30	DISCOVERY
31	MTV CANADA
32	A & E
33	FOX
34	SPORTSNET O
35	SPIKE TV
36	CNN
37	MUCH MUSIC
38	SPICE
39	SPACE
40	TELETOON
41	FAMILY
42	COMEDY
43	TLC
44	DEJA VIEW
45	HGTV
46	HISTORY
47	SHOWCASE
48	BRAVO
49	W NETWORK
50	D TOUR (FORMALLY TV TROPOLIS)
51	CITS
52	SN360 (FORMALLY THE SCORE)
53	OLN
54	WSBK
55	M FUN
56	M FEST
57	HBO
58	M
59	TMN ENCORE 1
60	SPEED
61	W PIX (NY)
62	KTLA (LA)
63	WGN (CHICAGO)
64	GOLF TV
65	BNN
66	BET
67	ACTION
68	OWN

**Collins Bay Institution/Complex:**

Package A	
No#	Channel Description
1	A & E
2	ABC DETROIT
3	AMC
4	APTN
5	BET
6	BRAVO

Package B	
No#	Channel Description
1	A& E
2	ABC
3	ACTION
4	AMC
5	ANIMAL PLANET
6	BET

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

7	CITY
8	CKWS
9	CMT
10	CBS
11	CNN
12	DISCOVERY
13	DOCUMENTARY
14	E
15	FOX
16	GLOBAL
17	HBO
18	IFC
19	KTLA
20	TMN
21	NBC
22	M FEST
23	M FUN
24	MUCH MUSIC
25	MOVIE TIME
26	MTV
27	CTV
28	NTL GEOGRAPHIC CHANNEL
29	OLN
30	PEACHTREE
31	SHOWCASE
32	SHOWCASE ACTION
33	SILVER SCREEN CLASSICS
34	SPACE
35	SPIKE TV
36	SPORTSNET
37	SPORTSNET 360
38	SPORTSNET EAST
39	SPORTSNET ONTARIO
40	TELETOON
41	THE COMEDY NETWORK
42	THE FAMILY CHANNEL
43	THE HISTORY CHANNEL
44	THE SPEED CHANNEL
45	TLC
46	TMN ENCORE
47	TMN ENCORE 2
48	TSN
49	TSN 2
50	FRENCH – TV5 OR CFTM OR CBC
51	VISION TV
52	WILD TV
53	WPBS
54	WSBK

7	CARTOON NETWORK
8	CBC
9	CBS
10	CITY TV
11	CMT
12	CNN
13	COMEDY NETWORK
14	CTV
15	DISCOVERY
16	DISCOVERY WORLD
17	DOCUMENTARY
18	ENTERTAINMENT NETWORK
19	ENTERTAINMENT TV
20	FOX
21	FX CANADA
22	GLOBAL
23	HISTORY
24	IFC
25	KNOWLEDGE NETWORK
26	M ENCORE
27	M ENCORE 2
28	M FEST
29	M FUN
30	MOVIE TIME
31	MTV
32	MUCH MUSIC
33	NATIONAL GEO WILD
34	NATION GEOGRAPHIC
35	NBC
36	NBCSN
37	OASIS
38	OMNI 2
39	OMNI 1
40	OUTDOOR LIFESTYLE NETWORK
41	OWN
42	PEACHTREE TV
43	SHOWCASE
44	SLICE
45	SPACE
46	SPORTS NET 360
47	SPORTS NET EAST/ONTARIO/WEST
48	SPORTS NET ONE
49	SUNDANCE
50	TSN
51	TSN 2
52	TELATINO
53	TRAVEL & ESCAPE
54	VH -1
55	WILD TV

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

**Joyceville Institution Complex:**

Package A	
No#	Channel Description
1	ABC
2	NBC
3	FOX
4	CITY TV
5	CHCH
6	CBC
7	CNN
8	GLOBAL
9	KTLA
10	WPIX
11	APTN
12	TVA
13	SHOWCASE ACTION
14	TMN
15	SPORTSNET 1
16	TSN 1
17	TSN 2
18	SPORTSNET ONTARIO
19	SUPERCANNEL 1
20	BET
21	MUCH VIBE
22	HBO
23	MTV 1
24	E
25	MUCH MORE MUSIC
26	ENCORE 1
27	DISCOVERY
28	A & E
29	BRAVO
30	MOVIE TIME OR EQUIV
31	M FUN
32	SHOWCASE
33	COMEDY
34	NATIONAL GEOGRAPHIC
35	SPIKE
36	M FEST OR EQUIV
37	HISTORY
38	IFC
39	SPACE
40	ANIMAL PLANET
41	PEACHTREE
42	THE FIGHT NETWORK
43	CMT
44	OLN
45	TELELATINO
46	TREEHOUSE BASIC
47	TV-5
48	FOOD NETWORK

Package B	
No#	Channel Description
1	MUCH MUSIC
2	ENCORE 2
3	ABC
4	NBC
5	FOX
6	CITY TV
7	CHCH
8	CBC
9	CNN
10	GLOBAL
11	KTLA
12	WPIX
13	APTN
14	TVA
15	OWN
16	M FEST
17	SPORTSNET 1
18	TSN 1
19	TSN 2
20	SPORTSNET ONTARIO
21	SUPERCANNEL 1
22	BET
23	MUCH VIBE
24	SLICE
25	SPIKE
26	H2
27	HBO OR EQUIV
28	DISCOVERY
29	A & E
30	BRAVO
31	MOVIE TIME EQUIV
32	M FUN
33	COMEDY
34	SHOWCASE ACTION OR EQUIV
35	IFC
36	SPACE
37	TLN
38	FOOD NETWORK
39	MUCH MORE MUSIC
40	NATIONAL GEOGRAPHIC OR EQUIV
41	TMN OR EQUIV
42	THE FIGHT NETWORK
43	CMT
44	OMNI 2 TORONTO
45	SPEED OR EQUIV
46	TECH TV OR EQUIV
47	VISION
48	TCM

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

49	VISION
50	SPEED OR EQUIV
51	TELETOON RETRO
52	TCM

49	TELETOON
50	TREEHOUSE BASIC
51	TV-5
52	TELELATINO

**Grand Valley Institution:**

Package A	
No#	Channel Description
1	AMC
2	APTN
3	CBC TORONTO
4	CHCH
5	CITY TV TORONTO
6	CP24
7	CNN
8	CTV LONDON
9	CTV TORONTO
10	D TOUR
11	FX CANADA
12	FOX ROCHESTER
13	GLOBAL TORONTO
14	NBC BUFFALO
15	OMNI 1 TORONTO
16	OMNI 2 TORONTO
17	OUTDOOR LIFE NETWORK
18	CTV KITCHENER
19	CTS
20	PBS
21	BUFFALO PBS DETROIT
22	SRC MONTREAL
23	TVO
24	A & E
25	BET
26	BIOGRAPHY
27	CMT
28	COMEDY
29	DISCOVERY CHANNEL
30	E
31	FOOD NETWORK
32	HISTORY
33	MOVIE TIME
34	MTV
35	MYSTERY
36	NATIONAL GEOGRAPHIC
37	OWN
38	SHOWCASE
39	LIFETIME
40	SLICE

Package B	
No#	Channel Description
1	AMC
2	APTN
3	CBC TORONTO
4	CHCH
5	CITY TV TORONTO
6	CP24
7	CNN
8	CTV LONDON
9	CTV TORONTO
10	D TOUR
11	FX CANADA
12	FOX ROCHESTER
13	GLOBAL TORONTO
14	NBC BUFFALO
15	OMNI 1 TORONTO
16	OMNI 2 TORONTO
17	OUTDOOR LIFE NETWORK
18	CTV KITCHENER
19	CTS
20	PBS
21	BUFFALO PBS DETROIT
22	SRC MONTREAL
23	TVO
24	ANIMAL PLANET
25	GALAXIE MUSIC CHANNEL
26	HBO
27	MTV2
28	MUCH MUSIC
29	MUCH MORE MUSIC
30	DISCOVERY SCIENCE
31	BBC CANADA
32	FASHION TV
33	W MOVIES
34	YTV
35	SPACE TV
36	SPORTSNET ONTARIO
37	DOCUMENTARY

Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

**Warkworth Institution:**

Package A	
No#	Channel Description
1	THE MOVIE NETWORK (TMN)
2	BRAVO
3	M FUN
4	OLN
5	M ENCORE
6	SPORTSNET ONT
7	SPORTSNET 360
8	TSN
9	TSN 2
10	CBS SPORTS
11	BBC WORLD
12	SPORTSNET ONE
13	HBO
14	MTV 2
15	IFC
16	NAT GEO WILD OR ANIMAL PLANET
17	MUCH MUSIC
18	VISION
19	BET
20	CMT
21	E
22	FOOD NETWORK
23	CNBC
24	FOX
25	ABC
26	NBC
27	CITY TV TORONTO
28	CTV TORONTO
29	GLOBAL TORONTO
30	A & E
31	CHCH HAMILTON
32	CHEX PETERBOROUGH
33	TLN
34	HISTORY
35	COMEDY
36	DISCOVERY
37	TELETOON
38	SPACE
39	CBC NEWS NETWORK
40	CNN
41	AMI
42	APTN
43	RDI
44	TVA MONTEAL
45	CPAC
46	VOICE PRINT
47	WEATHER NETWORK

Package B	
No#	Channel Description
1	TMN
2	SPIKE
3	M FUN
4	HGTV
5	CBS
6	SPORTSNET ONT
7	SPORTSNET 360
8	TSN
9	TSN 2
10	CBS SPORTS
11	OLN
12	SHOWCASE ACTION
13	HBO
14	MTV 2
15	IFC
16	NAT GEO WILD
17	MUCH MUSIC
18	FOOD NETWORK
19	BET
20	CMT
21	E
22	BBC WORLD
23	CNBC
24	FOX
25	ABC
26	NBC
27	CITY TV TORONTO
28	CTV TORONTO
29	GLOBAL TORONTO
30	A & E
31	CHCH HAMILTON
32	CHEX PETERBOROUGH
33	TLN
34	HISTORY
35	COMEDY
36	DISCOVERY
37	TELETOON
38	SPACE
39	VISION
40	CNN
41	AMI
42	APTN
43	RDI
44	TVA
45	CPAC
46	VOICE PRINT
47	WEATHER NETWORK



Solicitation No. - N° de l'invitation 21401-140003/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 598EJ
Client Ref. No. - N° de réf. du client 21401-14-0003	File No. - N° du dossier 598EJ.21401-140003	CCC No./N° CCC - FMS No./N° VME

- 2.9 Each institution requires that one channel be set aside for internal broadcasting, and the Contractor must provide a channel eliminator or space for this channel.
- 2.10 The Contractor must provide an on-screen program listing channel, so viewers can clearly tell what shows or movies are showing at specific times with as much advance notice as possible.
- 2.11 The Contractor must meet on an annual basis, if requested, with representatives of Correctional Service Canada staff, for review and possible revision of the tier of services.
- 2.12 Correctional Service Canada will approve the location of any equipment prior to installation.
- 2.13 Maintenance of all coaxial cable wiring connections throughout the institution must be the responsibility of the respective institutions, not the Contractor.
- 2.14 **Service Calls**
- 2.14.1 Response to service calls, initiated by a Correctional Service Canada Technical Authority, must be no more than 1 hour from the time of the telephone call and a record must be maintained by the Technical Authority. The Technical Authority must approve all maintenance prior to being performed.
- 2.14.2 Arrival of the Contractor's service personnel on site must be no more than 4 hours from the time of the request unless otherwise agreed upon.
- 2.13.3 Critical parts (parts that will render the equipment unable to produce continuous television signals) must be delivered and installed within 24 hours from the identification of the part required.
- 2.14.4 Any services which exceed these noted limits must be subject to a written report detailing the reasons from the Contractor.
- 2.14.4.1 The report must include the following information:
- Name of the institution;
  - Date and time of the call;
  - Nature of the call (i.e. service call or delivery and installation call);
  - Reason(s) for the delay.
- 2.15 The Contractor must have a business office that is adequately staffed to transact all necessary business, including payment of invoices, during regular business hours. The telephone number of the office must be publicly listed.
- 2.16 An Acceptance Test Procedure (ATP) must be conducted upon installation of the service to test the signal level, image quality and the signal tilt at 10 channel increments for signal strength A & B to ensure that the signal being provided adequately meets Correctional Service Canada requirements. An ATP will be conducted as and when requested by Canada to ensure quality control. The Contractor must provide service and maintain a satisfactory level as detailed in sections 2.4, 2.6.3 and 2.6.4 of quality signal for all channels being supplied.

### 3. **EXPERIENCE**

- 3.1 The Contractor must have at a minimum two (2) years experience in providing cable television signal services to similar facilities with a least 150 outlets.