



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

Bid Receiving - Réception des soumissions:
Regional Contracting and Materiel Services / Régional
de Contrats et de gestion du Matériel
Ontario Region / Région de l'Ontario
Correctional Service of Canada / Service correctionnel
du Canada
P. O. Box 1174 / C.P. 1174
443 Union St. West/ 443 rue Union
Kingston, ON K7L 4Y8

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du 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 appendices ci-jointes, les
biens, services et construction énumérés ici sur toute feuille ci-
annexée, au(x) prix indiqué(s).

Comments — Commentaires :

Vendor/Firm Name and Address —

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

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS
ou NAS ou N° d'entreprise :

Title — Sujet: Television Signal Services – Beaver Creek Institution	
Solicitation No. — N° de l'invitation 21422-21-1947796	Date: September 1, 2015
Client Reference No. — N° de Référence du Client	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at /à : 14 :00 EDT on / le : September 30, 2015	
F.O.B. — F.A.B. Plant – Usine: Destination: X Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Shane Collins, Regional Contract Administrator P.O. Box 1174, 443 Union St., Kingston, ON K7L 4Y8 Email Shane.Collins@csc-scc.gc.ca	
Telephone No. – N° de téléphone: 613-536-6127	Fax No. – N° de télécopieur: 613-536-4571
Destination of Goods, Services and Construction: Destination des biens, services et construction: Beaver Creek Institution	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement applicable to this contract.

2. Statement of Work

The Work to be performed is detailed under Article 2 – Part 6 of the resulting contract clauses.

3. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

4. 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 in writing, by telephone or in person.

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, do not form part of and not apply to the bid solicitation. All other subsections of '01 Integrity Provisions – Bid', form part of and apply to the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

3. Former Public Servant

Please refer to Part 5 - Certifications - Article 1.2

4. Enquiries – Bid Solicitation

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

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

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.



Correctional Service
Canada

Service correctionnel
Canada

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

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

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

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

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

CSC 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.

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

- i. use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

2. Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Proposed Basis of Payment. The total amount of applicable taxes must be shown separately.

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

4. Section III: Certifications

Bidders must submit the certifications required under **Part 5 - Certifications**.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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 CSC will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid of PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment**.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 of carrying out any of its obligations under the Contract 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Precedent to Contract Award

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



1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eg/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eg/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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](http://www.labour.gc.ca/eng/standards_equity/eg/emp/fcp/list/inelig.shtml)" list at the time of contract award.

1.2 Former Public Servant Certification

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. If the answers to the questions and, as applicable, the information required 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 comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above? YES ()
NO ()

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



- (a) name of former public servant;
- (b) 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 websites 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.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **YES** () **NO** ().

If so, the Bidder must provide the following information:

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

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

1.3 Language Requirements - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

Site Security Requirement

NIL security screening is required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution / site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CPIC) verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof by any Contractor personnel, at any time.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2035 (2015-07-03), General Conditions – Higher Complexity Services apply to and form part of the Contract.

3.2 Supplemental General Conditions

4005 (2012-07-16) Telecommunications Services and Products apply to and form part of the Contract.

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from November 1, 2015 to October 31, 2020 inclusive .

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shane Collins

Title: Regional Contract Administrator

Correctional Service Canada

Branch/Directorate: Ontario Region

Telephone: (613)536-6127

Facsimile: (613) 536-4571



E-mail address: Shane.Collins@csc-scc.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.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Lisa Ling
Title: Assistant Warden Intervention
Correctional Service Canada
Branch/Directorate: Beaver Creek Institution
Telephone: (705) 687-1744
Facsimile: (705) 687-5010
E-mail address: Lisa.Ling@csc0scc.gc.ca

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

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____ - _____
Facsimile: _____ - _____
E-mail address: _____

6. Payment

6.1 Basis of Payment – Firm Monthly Rates

The Contractor will be paid firm monthly rates for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being



exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

7. Invoicing Instructions

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

7.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Lisa Ling
Assistant Warden Intervention
Beaver Creek Institution
2000 Beaver Creek Drive
P.O. Box 1240
Gravenhurst, ON P1P 1W9



8. Certifications

8.1 Certification of Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions; 4005 (2012-07-16) Telecommunications Services and Products and 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information.
- (c) the General Conditions 2035 (2015-07-03), General Conditions – Higher Complexity - Services
- (d) Annex A – Statement of Work
- (e) Annex B – Basis of Payment;
- (f) Annex C – Evaluation Criteria
- (g) Annex D – Draft List of Channels
- (h) the Contractor's bid dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

13. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:



- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.



- 17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

18. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicability of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the



Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

22. 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:**

- (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; 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).

23. 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:
 - (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.

24. 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.



25. 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 Project 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.

26. Termination for Convenience of 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 television signal services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the television signal services for convenience and will be liable to the Contractor to pay only any unpaid television signal services charges that have accrued up to and including the date of termination.

27. Transition Services at End of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.



ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to provide Television Signal Services to Beaver Creek Institution. The work will involve the following:

1 SCOPE

1.1 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.

1.2 Within 20 to 30 business days of the contract award, the Contractor must provide television signal services to the institution identified in the Requirement clause of the Contract.. Below is the initial required number of outlets:

Table 1:

Institutional Site	Number of Outlets	Maximum Number of Channels	Highest Channel to be available
Beaver Creek Institution/Complex	745	69	70

1.2.1 The number of outlets is subject to increase (additions) or decrease (deletions). Correctional Service Canada will provide a written notice to the Contractor of the increase or decrease.

1.2.2 The Contractor must confirm receipt of the written notice within 24 hours by using the same means of communications used to transmit the request by making reference to the Project Authority. The additions and/or deletions must be effective the 1st day of the following month.

1.3 The transmission of the signal must be received at a central location, hereinafter referred to as the delineation point for:

- Beaver Creek Institution/Complex, situated on the premises, BCI Medium;

1.4 The Contractor must provide a viable dB signal to the delineation point of the institution for CATV/MATV service.

1.5 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.

1.6 At the delineation point, the Contractor(s) must supply the following:

1.6.1 Television signal services that is a “one-way” signal without the possibility of a “cable modem” making outside contact with the Internet.

1.6.2 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 the institution.

1.6.3 The channel strength on all channels must be of +10dBV or greater clean slope, to the satisfaction of the Project Authority.

1.6.4 All channels must be on CATV standard bands with a maximum frequency of 546 Mhz.



- 1.6.5 The channel placement is to match as closely as possible local listings.
- 1.6.6 The Contractor must temporarily or permanently remove individual channels as and when requested by the Project Authority via e-mail. This must be done within 48 hours upon receipt of an e-mail from the Project Authority.
- 1.6.7 All equipment supplied by the Contractor must be serviced, maintained and remain the sole responsibility of the Contractor during the term of the contract.
- 1.7 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.
- 1.8 Within 20 to 30 business days from the contract award, the Contractor must provide the required number of channels; as approved by Correctional Services Canada, plus any movie channels as selected. Any sexually explicit movies must be completely blocked out from viewing. Any changes that the Contractor wants to make to the initial, line up of channels can be discussed with Correctional Services Canada; but is subject to the approval of the Project Authority.
- 1.8.1 Sexually explicit channels are prohibited, and must not be included in the list of channels. Sexually explicit channels are defined as any channel that plays explicit sexual activity in full view. At this time TMN – Movie Excess is the main channel that displays this type of activity during the late night hours and should not be included in the channel line up.
- 1.8.2 Below is a list of categories and number of channels as identified by the institution. Channel 19 is not available due to radio interference. The Contractor is required to provide television signal services for the institutional site based on the following list of categories, final channel selection to be determined upon contract award. Channel selection not to exceed overall number of channels. Each category has an example of channels provided; these channels are included for example purposes only. Contractors are not limited to these channel selections.

 Education and Learning – i.e. – Animal Planet, Discovery Channel, History Channel, National Geographics;
 Entertainment – i.e. – A & E, BET, Bravo, Comedy Network, E!, Space;
 Family – i.e. – Family Channel, Teletoon, YTV;
 French – i.e – ARTV, Musique Plus, RDI, Télé-Québec;
 Life Style – i.e – HGTV, Food Network, DIY, OWN, TLC;
 Movies – i.e. – Movie Time, The Movie Network, W Movies;
 Music – i.e. – MTV, CMT, Much Music, Much More Music;
 Network – i.e – ABC, CBC, CBS, CHCH, CTV, City, Fox, Global, HBO;
 News – i.e. – BBC World, CBC News, CNN, CNBC, Fox News, The Weather Network;
 Sports – i.e. – CBS Sports, ESPN, Sports Network, TSN;
 Others – Institutional sites can choose remaining channels from the above categories to complete the maximum number of channels available.
- 1.8.3 The above list has been provided as an example of the channels to be available for selection; The Contractor must have these categories/channels at a minimum but are not limited to these categories/channels.

Beaver Creek Institution/Complex:

Channel Category	Estimated number of Channels available per category
Education and Learning	5
Entertainment	6



Family	1
French	3
Life Style	5
Movies	5
Music	6
Network	22
News	4
Sports	3
Others	9

1.8.4 Finalization of Draft List of Channels

Within five (5) business days of the Contract being awarded, Canada will provide any comments it has regarding the draft list of channels submitted by the contractor as part of its bid. The Contractor must update the list of channels to reflect Canada's comments within five (5) business days and resubmit it to Canada for approval as long as the comments do not result in a price increase. In which case, the contractor must provide suggestions on channels that would result in no cost increase. The final approved list of channels will replace the draft list of channels within the Contract. Any future changes will be evidenced for administrative purposes only through a contract amendment.

- 1.9 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.
- 1.10 The Contractor must provide an on-screen program listing channel, so viewers can clearly identify the shows or movies that are playing at specific times with as much advance notice as possible.
- 1.11 The Contractor must meet on a semi-annual basis, if requested, with representatives of Correctional Service Canada staff, for review and possible revision to the channel line up. Revisions may be made with up to a maximum of 5 channels per revision. The Contractor must confirm receipt of this request within 2 business days by using the same means of communications used to transmit the request by making reference to the Project Authority. The revisions to the channel line up must be in effect within 10 business days of confirming the request.
- 1.12 Correctional Service Canada will approve the location of any equipment prior to installation.
- 1.13 Maintenance of all coaxial cable wiring connections throughout the institution will be the responsibility of the institution, not the Contractor.

2 Service Calls

- 2.1 Response to service calls, initiated by the Project Authority or delegated representative, must be no more than 1 hour from the time of the telephone call and a record must be maintained by the Project Authority. The Project Authority must approve all maintenance prior to being performed.
- 2.2 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.
- 2.3 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. Continuous Service is defined as uninterrupted television signal services to activate outlets (including additions and excluding deletions) within in any given month.
- 2.4 Any services which exceed these noted limits must be subject to a written report detailing the reasons from the Contractor



2.4.1 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.

2.5 The Contractor must have a business office with trained personnel capable to transact all necessary business, including payment of invoices, during regular business hours. The telephone number of the office must be publicly listed.

2.6 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 1.4, 1.6.3 and 1.6.4 of quality signal for all channels being supplied.



ANNEX B – Proposed Basis of Payment

1.0 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm per diem rate(s) below in the performance of this Contract. Applicable taxes extra.

The period of the Contract is from November 1, 2015 to October 31, 2020 inclusive.

Year 1			Year 2			Year 3		
FIRM MONTHLY PRICE PER ACTIVE OUTLET	MONTHLY PRICE	YEARLY CEILING	FIRM MONTHLY PRICE PER ACTIVE OUTLET	MONTHLY PRICE	YEARLY CEILING	FIRM MONTHLY PRICE PER ACTIVE OUTLET	MONTHLY PRICE	YEARLY CEILING
\$ (X 745)	\$ (X 12)	\$	\$ (X 745)	\$ (X 12)	\$	\$ (X 745)	\$ (X 12)	\$

Year 4			Year 5		
FIRM MONTHLY PRICE PER ACTIVE OUTLET	MONTHLY PRICE	YEARLY CEILING	FIRM MONTHLY PRICE PER ACTIVE OUTLET	MONTHLY PRICE	YEARLY CEILING
\$ (X 745)	\$ (X 12)	\$	\$ (X 745)	\$ (X 12)	\$

2.0 Service Disruptions

- a) In consideration of the contractor, providing continuous television signal services in accordance with the contract, Canada will pay the Contractor, in arrears, the firm monthly prices as set out in Annex 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 television signal services was not continuous, the firm monthly price will be prorated based on the actual hours of continuous 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 television signal services times the number of active outlets).

3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of applicable taxes, unless otherwise indicated. Applicable taxes extra to the price herein and will be paid by Canada.
- (b) The estimated applicable taxes of \$ To Be Inserted at Contract Award is included in the total estimated cost shown on page 1 of this Contract. The estimated applicable taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of applicable taxes paid or due.



Annex C Evaluation Criteria

1.0 Technical Evaluation:

1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

It is **imperative** that the proposal **address each of these criteria** to demonstrate that the requirements are met.

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.



- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA – _____

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>Sub Section 1.4 of Annex A Statement of Work</p> <p>The Contractor must provide a viable dB signal to the delineation point of the institution for CATV/MATV service.</p>		
M2	<p>Sub Section 1.6.3 of Annex A Statement of Work</p> <p>The channel strength on all channels must be of +10dbV or greater clean slope, to the satisfaction of the Project Authority.</p>		
M3	<p>Sub Section 1.6.4 of Annex A Statement of Work</p> <p>All channels must be on CATV standard bands with a maximum frequency of 546 Mhz</p>		
M4	<p>Sub Section 2.5 of Annex A Statement of Work</p> <p>The Contractor must have a business office with trained personnel capable to transact all necessary business, including payment of invoices, during regular business hours. The telephone number of the office must be publicly listed.</p>		
M5	<p>The Contractor must have at a minimum two (2) consecutive years of experience during the last 5 years in providing cable television signal services to similar facilities with at least 150 outlets.</p>		
M6	<p>Draft list of channels to be included with your technical bid.</p>		