



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Government of Canada Building
101 - 22nd Street East, Suite 110
Saskatoon
Sask.
S7K 0E1
Bid Fax: (306) 975-5397

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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet IP Circuits Support - Saskatchewan	
Solicitation No. - N° de l'invitation M5000-161519/A	Date 2016-02-02
Client Reference No. - N° de référence du client M5000-161519	
GETS Reference No. - N° de référence de SEAG PW-\$STN-190-4863	
File No. - N° de dossier STN-5-38037 (190)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-18	Time Zone Fuseau horaire Central Standard Time CST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Mack, Wayne	Buyer Id - Id de l'acheteur stn190
Telephone No. - N° de téléphone (306) 241-6435 ()	FAX No. - N° de FAX (306) 975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Royal Canadian Mounted Police (RCMP) Various Locations in Saskatchewan.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF WORK	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
1.5 CANADIAN CONTENT	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	4
2.3 FORMER PUBLIC SERVANT	4
2.4 ENQUIRIES - BID SOLICITATION	6
2.5 APPLICABLE LAWS	6
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS	10
6.2 STATEMENT OF WORK	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	10
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
6.7 PAYMENT	11
6.8 INVOICING INSTRUCTIONS	12
6.9 CERTIFICATIONS	12
6.10 APPLICABLE LAWS	12
6.11 PRIORITY OF DOCUMENTS	12
6.12 SACC MANUAL CLAUSES	13
6.13 COMMERCIAL GENERAL LIABILITY INSURANCE	13
6.14 LIQUIDATED DAMAGES	14
ANNEX "A" - STATEMENT OF WORK	15
ANNEX B – BASIS OF PAYMENT	19
ANNEX "C" TO PART 5 - BID SOLICITATION	22
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	22

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.1 of the resulting contract clauses.

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.5 Canadian Content

The requirement is limited to Canadian goods and/or services.

PART 2 - BIDDER INSTRUCTIONS

2.1 *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 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, 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 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 *Submission of Bids*

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

2.3 *Former Public Servant*

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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer 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? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs 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 the 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.

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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 Saskatchewan.

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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 Canada will evaluate the bids.

4.1.1 Financial Evaluation

All 264 monthly rates in Annex B will be added together. The sum will be multiplied by 12 to arrive at an Evaluated Price. The optional circuits are excluded from the evaluation.

4.2 Basis of Selection

4.2.1 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 *Certifications Required with the Bid*

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 *Certifications Precedent to Contract Award and Additional Information*

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions –List of Names

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, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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) 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](#)" 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

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](#).

5.2.3.1.1 *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

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

6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31, 2019 inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Wayne Mack
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch - Western Directorate
110 - 101 , 22nd Street East
Saskatoon, SK S7K 0E1

Telephone: (306) 241-6435
Facsimile: (306) 975-5397
E-mail address: wayne.mack@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.

6.5.2 Project Authority

The Project Authority for the Contract is: TO BE DETERMINED

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.

6.5.3 Contractor's Representative

Name: _____

Title: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be *paid* a firm unit prices, as specified in contract for a cost of \$ _____. *Customs duties are included and Applicable Taxes are extra.*

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

6.7.2 Limitation of Price

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

6.7.3 Monthly Payment

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

6.8 Invoicing Instructions

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

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional information, or if 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-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 ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2015-09-03), Services (Medium Complexity) apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

6.12 SACC Manual Clauses

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.13 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate. The Commercial General Liability policy must include the following:

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

6.14 Liquidated Damages

1. If the Contractor fails to *perform the services* within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$ 300.00 for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

Annex "A" - Statement of Work

Managed IP Circuits - Radio System

1. Scope of Work

1.1. Purpose

1.1.1. The purpose is to provide services for 66 (plus expansion options) existing managed IP circuits providing bandwidth for a managed voice network located in Saskatchewan.

1.2. Definitions

1.2.1. Latency

Latency is a measurement of absolute time delay between 2 measurement points. Round trip latency is measured by computing the time it takes for a packet to travel to a destination and return to the source.

1.2.2. Jitter

Jitter is the deviation in inter-arrival times between packets. Jitter measurements are performed by sending out multiple packets with equal time spacing between each interval and measuring the variance in the received packeted inter-arrival time.

1.2.3. Frame Loss

Frame loss is a measurement of the total packets sent from a source to a destination. Frame loss is measured by sending a known number of packets from a source to a destination and measuring whether these packets are received at a destination.

1.2.4. Availability

Availability is defined as the probability that the system is operating properly when it is requested for use. In other words, availability is the probability that a system is not failed or undergoing a repair action when it needs to be used.

The formula is $A = \frac{MTBF}{MTBF + MTIR}$

1.2.5. Quality of Service

Quality of Service (QoS) for networks is an industry-wide set of standards and mechanisms for ensuring high-quality performance for critical applications. By using QoS mechanisms, network administrators can use existing resources efficiently and ensure the required level of service without reactively expanding or over-provisioning their networks. The QoS concept of quality is one in which the requirements of some applications and users are more critical than others, which means that some traffic, such as voice, needs preferential treatment.

1.3. Background

1.3.1. The system consists of approximately 260 repeater sites at various locations throughout Saskatchewan. These sites are connected by RF link and are supported by a partner supplied fibre optic network in approximately 35 locations. As well, there are currently 66 locations using managed IP circuits for voice and data backhubs, load balancing and redundancy for the voice network. 11 of these sites are connected via a satellite network. See Annex B for current locations.

1.3.2. The number of sites will continue to increase due to system growth and to provide greater redundancy and stability. Expansion is expected to be approximately **10%-15% per year**.

1.4. Terminology

1.4.1 The terminology used herein will be in accordance with currently accepted P251P standards. If clarification is required on any terms or definitions, contact the Contracting Authority for this Request for Proposal.

2. Requirements

2.1. To provide a Level 5 Quality of Service (QoS) (which applies to all circuits for all sites except Satellite sites) managed IP service in accordance with Annex A – Statement of Work and Annex B – Basis of Payment, for Royal Canadian Mounted Police, various locations in Saskatchewan as listed in Annex B with a circuit speed at the tolerances listed. Period of contract is from date of contract award to 31 March 2019 inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions.

There may be a requirement for additional network sites over the term of the contract. The exact schedule for the activation and testing of any additional circuits is to be determined through consultation and approval by the Departmental Representative, and is subject to progress in the activation of radio sites on the public safety radio network.

2.2. All locations listed are optimum locations per segment, and while those locations are considered the best options for a Managed IP circuit, they may not be the only practical locations. Should the contractor not be able to provide the service at a location listed, the RCMP may provide a list of adjacent locations that would also be acceptable. The RCMP will consider these options and may accept alternatives at their discretion.

3. Deliverables

3.1. Each circuit will be tested by the contractor prior to being taken online. Test results will be supplied to the Departmental Representative for verification and acceptance.

3.1.1. At minimum, the contractor should ensure that circuits meet or exceed original specifications, including Level 5 QoS. See Annex B.

3.1.2. The contractor will provide prices for additional optional circuits in each of the below listed asymmetrical speeds on an "as, when and where" required basis. It is understood that not all speeds will be available at all locations.

3.1.2.1. 10 Mbps - Cost/month

3.1.2.2. 1.5 Mbps - Cost/month

3.1.2.3. 640 Kbps - Cost/month

3.1.2.4. 128 Kbps - Cost/month

3.1.2.5. 64 Kbps/64 Kbps C-Band Dedicated Satellite - Cost/month

3.1.2.6. 384 Kbps/384 Kbps C-Band Dedicated Satellite - Cost/month

3.1.2.7. 96 Kbps/96 Kbps KU -Band Dedicated Satellite - Cost/month

3.1.2.8. 256 Kbps/256 Kbps KU-Band Dedicated Satellite - Cost/month

3.1.3. Contractor will have a web based on line ordering system.

3.1.4. Contractor will provide an acknowledgement to an order request within two (2) days of receipt.

3.1.5. Contractor will complete the order within 30 days of the initial request. Exceptions will be considered for time of year because of weather conditions and locations north of the 54th parallel.

3.1.6. Contractor will provide a web-based online reporting tool for all circuits. Items to be reported on by the tool are listed below.

3.1.6.1. Status of the circuit

3.1.6.2. Bandwidth utilization for up and down links

3.1.6.3. Circuit configuration and termination points

3.1.6.4. Latency and jitter

3.1.6.5. Traffic in/out - this graph is measured in bits per second and shows the traffic flow in and out of the server over the Customer Interface connection

3.1.6.6. CPU usage - displays the CPU usage as percentage at a certain time for a server

3.1.7. Contractor will provide, to the Site Authority, a 24/7 helpdesk number for reporting outages or troubles related to the circuits. Trouble reporting will be via email or telephone. Contractor will respond to trouble calls with 30 minutes of the initial call.

4. Continuity of Service

4.1. Planned and Unplanned Outages

4.1.1. Planned outages are part of any large scale network and are expected here as well. The contractor will provide details of the types and typical durations of planned outages on this network. The contractor will provide a notification process so the Departmental Representative is advised of planned outages as far in advance as possible. At a minimum, these outages must be communicated to the Departmental Representative five (5) business days in advance, to allow for testing and contingency planning. The contractor will notify the RCMP, at a contact number to be provided, 30 minutes prior to the outage. The RCMP will have an option to delay the outage for operational reasons if service will be impacted by the outage

4.1.2. The supplier will provide a notification process for unplanned service interruptions. A two (2) hour response to a problem with details of the outage, its range, and expected duration, will be considered optimum. Notification will take place through email and an emergency contact number for the RCMP will be provided at contract award.

4.2. Proration Rate

4.2.1. Planned or unplanned outages on any circuit or circuits in this network that last longer than 48 hours will be considered excessive and will be subject to liquidated damages in accordance with clause D0024C Liquidated Damages..

4.3. Trouble Reporting Procedure

4.3.1. Contractor will provide a toll-free number and an email address for 24/7 /365 reporting of network outages. Trouble reports will be acknowledged within 30 minutes of the initial call or email to the contractor. A tracking number will be provided by the contractor to enable tracking of the trouble report. An online status reporting tool for outages and status updates would be preferred.

4.3.2. Contractor shall provide a trouble escalation procedure for chronic problems or critical outages if the problem exceeds eight (8) hours.

5. Security Requirements

5.1. All persons accessing RCMP facilities must hold a valid RCMP security clearance.

5.1.1. All persons accessing a site, with RCMP approved escort, must hold a valid **"Facilities Access Security Clearance"** issued by RCMP Departmental Security.

5.1.2. All persons accessing a site, without RCMP approved escort, must hold a valid **"Reliability Status Security Clearance"** issued by RCMP Departmental

Annex B – Basis of Payment

All rates are GST extra

Level 5 QoS– Applies to all circuits for all sites except Satellite sites.

Site Name	Currently	Bandwidth (Minimum)	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Option Year
BEAUVAL DET	SASKTEL	1.5Mb				
BENGOUGH	SASKTEL	1.5Mb				
BESNARD LAKE	SASKTEL	640Kb				
BLACK LAKE	SASKTEL	640Kb				
BUFFALO NARROWS	SASKTEL	1.5Mb				
CREIGHTON DET	SASKTEL	640Kb				
CUMBERLAND HOUSE	SASKTEL	640Kb				
DESCHAMBAULT LAKE	SASKTEL	640Kb				
DUCKLAKE	SASKTEL	1.5Mb				
EASTEND	SASKTEL	1.5Mb				
ELBOW	SASKTEL	3Mb				
ELROSE	SASKTEL	1.5Mb				
ESTON	BELL	1.5Mb				
FOND DU LAC DET	SASKTEL	640Kb				
FORT QU'APPELLE	SASKTEL	1.5Mb				
FRANCIS	SASKTEL	640Kb				
GAINSBOROUGH	SASKTEL	1.5Mb				
GRAVELBOURG	SASKTEL	1.5Mb				
IL ALA CROSSE	BELL	1.5Mb				
ITUNA	SASKTEL	640Kb				
KAMSACK	SASKTEL	640Kb				
KENOSEE LAKE	SASKTEL	1.5Mb				
LALOCHE SK	SASKTEL	1.5Mb				
LARONGE	SASKTEL	1.5Mb				
LAKE ALMA	BELL	3Mb				
LANGENBURG DET	SASKTEL	1.5Mb				
LLOYDMINSTER	SASKTEL	1.5Mb				
MEADOWLAKE DET	SASKTEL	1.5Mb				
MOOSEJAW	SASKTEL	1.5Mb				
MOOSOMIN	SASKTEL	1.5Mb				
NIPAWIN	SASKTEL	640Kb				
PATUANAK	BELL	640kB/1.5Mb				
PIERCELAND	SASKTEL	1.5Mb				
PINEHOUSE	SASKTEL	640Kb				
PORCUPINE PLAIN	SASKTEL	1.5Mb				
PRINCE ALBERT DT	SASKTEL	1.5Mb				
REDEARTH	SASKTEL	1.5Mb				

Site Name	Currently	Bandwidth (Minimum)	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Option Year
REGINA HQ (NSC)	SASKTEL	10Mb				
REGINA SASKPOWER	SASKTEL	10Mb				
REGINA Warehouse	SASKTEL	1.5Mb				
ROSETOWN	SASKTEL	1.5Mb				
SANDYBAY	SASKTEL	640Kb				
SASKATOON	BELL	1.5Mb				
SHELLBROOK DET	SASKTEL	1.5Mb				
SOUTHEND	SASKTEL	1.5Mb				
SOUTHEY	SASKTEL	1.5Mb				
STONY RAPIDS SP	SASKTEL	640Kb				
TISDALE DET	SASKTEL	640Kb				
UNITY	SASKTEL	1.5Mb				
WADENA	SASKTEL	1.5Mb				
WARMAN	BELL	640kB/1.5Mb				
WATERHEN RIVER/GREENLAKE	BELL	640kB/1.5Mb				
WATROUS	BELL	1.5Mb				
WATSON	SASKTEL	1.5Mb				
WOLLASTON LAKE	SASKTEL	640Kb				
AVONLEA (Satellite)	SASKTEL	64Kbs/64Kbs				
BLACKLAKE (Satellite + Lanspan)	SASKTEL	64Kbs/64Kbs				
BODMINHILL (Satellite)	SASKTEL	64Kbs/64Kbs				
CUMBERLANDHOUSE (Satellite + Lanspan)	SASKTEL	64Kbs/64Kbs				
FONDDULACDET (Satellite + Lanspan)	SASKTEL	64Kbs/64Kbs				
FOXVALLEY (Satellite)	SASKTEL	384Kbs/384Kbs				
KILLDEER SP (Satellite)	SASKTEL	64Kbs/64Kbs				
MCT1 (Satellite)	SASKTEL	96Kbs/96Kbs				
MCT2 (Satellite)	SASKTEL	256Kbs/256Kbs				
Pinehouse (Satellite + Lanspan)	SASKTEL	64Kbs/64Kbs				
STONY RAPIDS SP (Satellite + Lanspan)	SASKTEL	64Kbs/64Kbs				

Solicitation No. - N° de l'invitation
M5000-161519/A
Client Ref. No. - N° de réf. du client
M5000-161519

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-5-38037

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

Optional Circuits:

Bandwidth (Minimum)	Year 1 Cost/month	Year 2 Cost/month	Year 3 Cost/month	Option Year Cost/month
10 Mbps				
1.5 Mbps				
640 Kbps				
128 Kbps				
64 Kbps/64 Kbps C-Band Dedicated Satellite				
384 Kbps/384 Kbps C-Band Dedicated Satellite				
96 Kbps/96 Kbps KU -Band Dedicated Satellite				
256 Kbps/256 Kbps KU-Band Dedicated Satellite				

ANNEX "C" to PART 5 - BID SOLICITATION

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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-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 ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-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 ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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