

# RETURN OFFERS TO - RETOURNER LES OFFRES À :

Parks Canada Agency Bid Receiving Unit National Contracting Services 635 – 8 Avenue S.W., suite 1300 Calgary, AB T2P 3M3

# REQUEST FOR STANDING OFFERS

# DEMANDE D'OFFRES À COMMANDES

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

Le Canada, représenté par le ministre l'Environnement et du Changement climatique aux fins de l'Agence Parcs Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

# **Comments – Commentaires :**

This bid solicitation contains technical criteria. In its technical bid, Offerors should address clearly and in sufficient depth the criteria that are subject to technical evaluation.

Due to the nature of the Request for Standing Offers, offers transmitted by facsimile and/or email to PCA will <u>not</u> be accepted.

# Issuing Office - Bureau de distribution

Parks Canada Agency National Contracting Services 635 – 8 Avenue S.W., suite 1300 Calgary, AB T2P 3M3

#### Title - Sujet Standing Offer - Radio Communications Technologist Services for the Parks Canada Agency Solicitation No. - N° de Date l'invitation May 15, 2017 5P420-17-5096/A Client Reference No. - N° de référence du client n/a GETS Reference No. | N° de reference de SEAG PW-17-00779188 Solicitation Closes - L'invitation prend fin Time Zone -Fuseau horaire At - à : 02:00 PM Mountain Daylight On - le : June 27, 2017 Time (MDT) F.O.B. - F.A.B. Plant - Usine : Destination : Other - Autre : Address Enquiries to - Adresser toutes questions à Adam Krisch Telephone No. -Fax No. - N° de

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 N° de telephone
 télécopieur

 (403) 292-4560
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Email Address - Couriel adam.krisch@pc.gc.ca

**Destination of Goods, Services, and Construction - Destination des biens, services, et construction** Various National Parks and Sites in Canada

# TO BE COMPLETED BY THE OFFEROR - À REMPLIR PAR L'OFFRANT

| Vendor/ Firm Name - Raison sociale et adresse du fournisseur/<br>de l'entrepreneur  |                             |  |  |
|---|-----------------------------|--|--|
| Address - Adresse   |                             |  |  |
| Telephone No N° de telephone  | Fax No N° de télécopieur    |  |  |
| Name of person authorized to sign<br>Firm (type or print) - Nom de la per<br>nom du fournisseur/ de l'entreprer<br>caractères d'imprimerie) | sonne autorisée à signer au |  |  |
| Signature   | Date                        |  |  |





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### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven (7) parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Attestation and Proof of Compliance with Occupational Health and Safety (OHS), the Integrity Provisions – List of Names Form; the Periodic Usage Report – Standing Offer, and the Technical Evaluation.

#### 1.2 Summary

**1.2.1** The Parks Canada Agency requires the services of radio technologists to perform various types of work related to radio communication maintenance, installation, programming and project design on an as-and-when requested basis. Services may be requested to be performed in any National Park of Canada however would be primarily based out of the Parks Canada Radio shop in Calgary, AB. The majority of the services requested for National Parks in Canada would be required in Banff National Park, AB.

The period of any resulting Standing Offer would be from August 01, 2017 to July 31, 2018 inclusive with the irrevocable option for Canada to extend for two (2) additional one (1) year periods.

- **1.2.2** The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- **1.2.3** Any resulting Standing Offer for Zone 2 National Parks (excluding Wood Buffalo National Park) shall include the delivery of requirements to locations within Comprehensive Land Claims Settlement Areas.

Contracting Authority - Autorité contractante Adam Krisch

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# 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Can*ada* (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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# PART 2 - OFFEROR INSTRUCTIONS

# 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (2017-04-27) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

# 2.2 Submission of Offers

Offers must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, offers transmitted by facsimile and/or email to PCA will <u>not</u> be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

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# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer – Two (2) hard copies

Section II: Financial Offer – One (1) hard copy

Section III: Certifications – One (1) hard copy

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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 <u>Policy on Green</u> <u>Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Offerors 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 Offer

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 3.1.1 Exchange Rate Fluctuation

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

#### Section III: Certifications

Offerors must submit the certifications required under Part 5.

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# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Point Rated Technical Criteria

Offerors will be evaluated against the point rated technical criteria at Annex "F".

#### 4.1.2 Financial Evaluation

SACC Manual Clause M0220T (2016-10-28), Evaluation of Price – Offer

#### 4.1.2.1 Total Evaluated Offer Price

The total evaluated price for responsive offers will be determined separately for each Zone per the Basis of Payment at Annex "B" as follows:

#### Zone 1 – Calgary Radio Shop

- Item 1.1 Firm Hourly Rate x Estimated usage of 1000 hours
- + Item 1.1 Firm Hourly Rate x Estimated usage of 1000 hours x (1 + Item 4.1 Option Year 1 Firm Hourly Rate Firm Percentage Mark-up Adjustment)
- + Item 1.1 Firm Hourly Rate x Estimated usage of 1000 hours x (1 + Item 4.1 Option Year 2 Firm Hourly Rate Firm Percentage Mark-up Adjustment)
- = Total Evaluated Offer Price for Zone 1

#### Zone 2 – National Parks (excluding Wood Buffalo National Park)

Item 1.2 Firm Hourly Rate x Estimated usage of 500 hours

- + Item 2.2 Fixed Travel Rate x Estimated usage of 20 trips
- + Item 1.2 Firm Hourly Rate x Estimated usage of 500 hours x (1 + Item 4.2 Option Year 1 Firm Hourly Rate Firm Percentage Mark-up Adjustment)
- + Item 2.2 Fixed Travel Rate x Estimated usage of 20 trips x (1 + Item 4.3 Option Year 1 Fixed Travel Rate Firm Percentage Adjustment)
- + Item 1.2 Firm Hourly Rate x Estimated usage of 500 hours x (1 + Item 4.2 Option Year 2 Firm Hourly Rate Firm Percentage Mark-up Adjustment)
- + Item 2.2 Fixed Travel Rate x Estimated usage of 20 trips x (1 + Item 4.3 Option Year 2 Fixed Travel Rate Firm Percentage Adjustment)
- = Total Evaluated Offer Price for Zone 2

#### Zone 3 – Wood Buffalo National Park

Item 1.3 Firm Hourly Rate x Estimated usage of 150 hours

- + Item 2.3 Fixed Travel Rate x Estimated usage of 3 trips
- + Item 1.3 Firm Hourly Rate x Estimated usage of 150 hours x (1 + Item 4.4 Option Year 1 Firm Hourly Rate Firm Percentage Mark-up Adjustment)
- + Item 2.3 Fixed Travel Rate x Estimated usage of 3 trips x (1 + Item 4.5 Option Year 1 Fixed Travel Rate Firm Percentage Adjustment)

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|                                     |   |

- + Item 1.3 Firm Hourly Rate x Estimated usage of 150 hours x (1 + Item 4.4 Option Year 2 Firm Hourly Rate Firm Percentage Mark-up Adjustment)
- + Item 2.3 Fixed Travel Rate x Estimated usage of 3 trips x (1 + Item 4.5 Option Year 2 Fixed Travel Rate Firm Percentage Adjustment)
- = Total Evaluated Offer Price for Zone 3

# Note:

Estimated usages are for evaluation purposes only and will not form part of any resulting Standing Offer.

# 4.2 Basis of Selection

Offers will be evaluated per item 4.2.1 below. Up to two (2) Offeror's may be recommended for issuance of a Standing Offer for each Zone as identified in the Statement of Work at Annex "A". Responsive offers for each Zone will be ranked in descending order with the responsive offer obtaining the highest combined rating of technical merit and price being ranked first and the responsive offer obtaining the second highest combined rating of technical merit and price being ranked second. Only one Standing Offer, which may cover multiple Zones, will be awarded to each successful Offeror.

# 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

- **4.2.1.1** To be declared responsive, an offer must:
  - (a) comply with all the requirements of the Request for Standing Offers; and
  - (b) meet all mandatory criteria.
- **4.2.1.2** Offers not meeting (a) or (b) will be declared non-responsive.
- **4.2.1.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- **4.2.1.4** To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- **4.2.1.5** To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40%.
- **4.2.1.6** For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
- **4.2.1.7** Neither the responsive offer(s) obtaining the highest technical score nor the offer(s) with the lowest evaluated price will necessarily be accepted. The responsive offer(s) with the highest combined rating(s) of technical merit and price will be recommended for award of a Standing Offer.

The table below illustrates an example where all three offers are responsive and the selection of the Standing Offer Holder is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000.

Contracting Authority - Autorité contractante Adam Krisch

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# Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

|                       |                          | Offeror 1              | Offeror 2             | Offeror 3             |
|-----------------------|--------------------------|------------------------|-----------------------|-----------------------|
| Overall Techr         | nical Score              | 115 / 135              | 89 / 135              | 92 / 135              |
| Offer Evaluated Price |                          | \$55,000 (55)          | \$50,000 (50)         | \$45,000 (45)         |
| Calculations          | Technical Merit<br>Score | 115 / 135 x 60 = 51.11 | 89 / 135 x 60 = 39.56 | 92 / 135 x 60 = 40.89 |
|                       | Pricing Score            | 45 / 55 x 40 = 32.73   | 45 / 50 x 40 = 36.00  | 45 / 45 x 40 = 40.00  |
| Combined Ra           | ting                     | 83.84                  | 75.56                 | 80.89                 |
| Overall Rating        |                          | 1 <sup>st</sup>        | 3 <sup>rd</sup>       | 2 <sup>nd</sup>       |

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# PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

# 5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

#### 5.2.1 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> 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:

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| n/a                                 |  |

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

# Former Public Servant in Receipt of a Pension

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

If so, the Offeror 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, Offerors agree that the successful Offeror'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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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.

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| n/a                          |          |

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.

#### 5.2.2 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

Offerors may use the attached Integrity Provisions - List of Names form under Annex "E".

#### 5.2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Employment</u> and <u>Social Development Canada-Labour's</u> website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

#### 5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.4.1 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28), Status and Availability of Resources - Offer

#### 5.2.4.2 Education and Experiences

SACC Manual clause M3021T (2012-07-16), Education and Experience

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# PART 6 - SECURITY REQUIREMENTS

#### 6.1 Security Requirements

- **6.1.1** Before issuance of a standing offer, the following conditions must be met:
  - the Offeror'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 7A - Standing Offer; and
  - (b) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- **6.1.2** Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- **6.1.3** For additional information on security requirements, Offerors should refer to the <u>Industrial</u> <u>Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html) website.

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# PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

#### 7.1 Offer

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Comprehensive Land Claims Settlement Areas

The Standing Offer (SO) for Zone 2 is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

#### 7.3 Security Requirements

The following security requirements apply to and form part of the Standing Offer.

- **7.3.1** The Standing Offer Holder's personnel requiring access to classified or protected information, assets or operational work areas must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Departmental Security Office (PCDSO).
- **7.3.2** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCDSO.

#### 7.4 Standard Clauses and Conditions

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

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

#### 7.4.1 General Conditions

<u>2005</u> (2016-04-04) General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

#### 7.4.2 Periodic Usage Reports – Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on an annual basis to the Standing Offer Authority.

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|-------------------------------------|--|
| n/a                                 |  |

The annual reporting period is August 01 to July 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

#### 7.5 Term of Standing Offer

#### 7.5.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from August 01, 2017 to July 31, 2018 inclusive.

#### 7.5.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer by up to two (2) additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.6 Authorities

#### 7.6.1 Standing Offer Authority

The Standing Offer Authority is:

Adam Krisch Advisor, National Contracting Services Parks Canada Agency Chief Financial Officer Directorate 635 – 8 Avenue S.W., Suite 1300 Calgary, AB T2P 3M3

Telephone: (403) 292-4560 Facsimile: (403) 292-4475 E-mail address: <u>adam.krisch@pc.gc.ca</u>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 7.6.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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# 7.6.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

| Representative's Name:  |                  |      |              |
|---|------------------|------|--------------|
| Title:  |                  |      |              |
| Vendor/ Firm Name:  |                  |      |              |
| Address:  |                  |      |              |
| City:   | Province/ Territ | ory: | Postal Code: |
| Telephone: Facsimile:   |                  |      |              |
| Email Address:  |                  |      |              |
| Procurement Business Number or Goods and Services Tax Number: |                  |      |              |

### Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Offerors are requested to have a Procurement Business Number (PBN) before Standing Offer award. Offerors may register for a PBN in the Supplier Registration Information service on line at the <u>Business Access Canada Website</u> (https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier). For non- Internet registration, Offerors may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

# 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is any representative of the Parks Canada Agency with the financial authority to enter into a call-up against the Standing Offer/ Contract.

#### 7.8 Call-up Procedures

| Zone 1 – Calgary Radio Shop                                    |  |  |
|--|--|--|
| First Ranked Standing Offer Holder                             | *** To be inserted at Standing Offer award *** |  |
| Second Ranked Standing Offer Holder                            | *** To be inserted at Standing Offer award *** |  |
| Zone 2 – National Parks (excluding Wood Buffalo National Park) |  |  |
| First Ranked Standing Offer Holder                             | *** To be inserted at Standing Offer award *** |  |
| Second Ranked Standing Offer Holder                            | *** To be inserted at Standing Offer award *** |  |

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| Zone 3 – Wood Buffalo National Park |  |
|-------------------------------------|--|
| First Ranked Standing Offer Holder  | *** To be inserted at Standing Offer award *** |
| Second Ranked Standing Offer Holder | *** To be inserted at Standing Offer award *** |

- 7.8.1 The Identified User will determine the Zone in which services are required.
- **7.8.2** The Identified User will contact the first ranked Standing Offer Holder for the applicable Zone to determine if the requirement can be satisfied by that Standing Offer Holder.
- **7.8.3** The Identified User will provide a description of the requested work/ tasks, the required completion date and indicate to the Standing Offer Holder if the request is non-urgent or urgent. For complex requests, the Identified User will provide a written Scope of Work to the Standing Offer Holder. The Standing Offer Holder must respond to the Identified User indicating their acceptance or refusal of the requested work within 48 hours for non-urgent requests or 24 hours for urgent requests.
- **7.8.4** If the Standing Offer Holder is able to satisfy the requirement, the Identified User and the Standing Offer Holder will agree to the services to be performed.
- **7.8.5** Once the Identified User and the Standing Offer Holder have agreed to the services to be performed, the Standing Offer Holder may be requested to provide an estimate of the cost of performing the work to the Identified User in accordance with the pricing provisions of the Standing Offer. The Identified User will review the quote and if acceptable a call-up against the standing offer will be awarded.
- **7.8.6** If the first ranked Standing Offer Holder is unable to satisfy the requirement or has not responded to the Identified User within the timelines specified above, the Identified User will contact the second ranked Standing Offer Holder for the applicable Zone in accordance with items 7.7.3 through 7.7.5 above.
- **7.8.7** Once the call-up against the Standing Offer is issued, the Standing Offer Holder is considered to have entered into contract and must supply Parks Canada with the agreed upon goods and/or services. The Standing Offer Holder must not undertake any of the specified work unless and until a call-up against the Standing Offer is issued by the Identified User.
- **7.8.8** In the event that the Standing Offer Holder, without prior approval of Parks Canada, does not supply the agreed upon services at the time required, Parks Canada reserves the right to cancel the call-up and will not be responsible for payment of any costs to the Standing Offer Holder.

#### 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or SAP generated Call-up Against a Standing Offer.

#### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes excluded).

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#### 7.11 **Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$600.000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 7.12 **Direct Deposit**

In April 2012, the Government of Canada announced that direct deposit would be replacing cheques as the primary payment method for the federal payments issued by the Receiver General for Canada by April 2016. If the Offeror is not set up for direct deposit enrollment will be required upon receipt of a Standing Offer.

Additional information on this Government of Canada initiative is available at: http://www.tpsgcpwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

#### 7.13 **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.

- the call up against the Standing Offer, including any annexes; (a)
- the articles of the Standing Offer; (b)
- the general conditions 2005 (2016-04-04), General Conditions Standing Offers Goods or (c) Services;
- (d) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- the general conditions 2010B (2016-04-04), General Conditions Professional Services (e) (Medium Complexity):
- Annex "A", Statement of Work; (f)
- (g)
- Annex "B", Basis of Payment; Annex "C", Attestation and Proof of Compliance with Occupational Health and Safety (OHS); (h)
- Annex "D", Periodic Usage Report Standing Offer; and (i)
- (j) the Offeror's offer dated \*\*\* To be inserted at Standing Offer award \*\*\*.

#### 7.14 Certifications

#### 7.14.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification

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made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

# 7.15 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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# B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

#### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

<u>2010B</u> (2016-04-04), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

<u>4006</u> (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

# 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

#### 7.4 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7.5 Payment

#### 7.5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ \*\*\* To be identified in the call-up against the Standing Offer \*\*\*. Customs duties are included and Applicable Taxes are extra.

#### 7.5.2 Limitation of Expenditure

- **7.5.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ \*\*\* To be identified in the call-up against the Standing Offer \*\*\*. Customs duties are included and Applicable Taxes are extra.
- **7.5.2.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor

must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (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.

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

#### 7.5.3 Single Payment

SACC Manual clause <u>H1000C</u> (2008-05-12), Single Payment

### 7.5.4 Time and Contract Price Verification

SACC Manual clause <u>C0710C</u> (2007-11-30), Time and Contract Price Verification

#### 7.6 Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, and applicable travel and living expenses.
- **7.6.2** Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded as indicated in the call-up against the Standing Offer for certification and payment.

#### 7.7 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance

#### 7.8 SACC Manual Clauses

A1009C (2008-05-12), Work Site Access A2000C (2006-06-16), Foreign Nationals (Canadian Contractor) A2001C (2006-06-16), Foreign Nationals (Foreign Contractor) A7017C (2008-05-12), Replacement of Specific Individuals A9039C (2008-05-12), Salvage A9068C (2010-01-11), Government Site Regulations

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# 7.9 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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# ANNEX "A"

# STATEMENT OF WORK

# 1. Scope

#### 1.1 Objective

The Parks Canada Agency (PCA) has an ongoing requirement for Radio Technologist support services to assist the operations of the Parks Canada's Calgary Radio Shop, and National Park Technical Services staff (across all National Parks in Canada) with various types of work related to radio communications repair, maintenance, installation, programming, and updating technical documentation.

Work may be based out of the Parks Canada Calgary Radio Shop (Calgary, AB) or in the field at any National Park in Canada, on an as-requested basis.

#### 1.2 Background

Please refer to "*Appendix A1 – Overview of Parks Canada Radio Communications*" for details on Parks Canada's radio infrastructure and equipment.

# 1.3 Terminology

- **1.3.1** Standing Offer Holder Refers to the Offeror who has been awarded a Standing Offer and from whom the Work is being requested under a resulting Standing Offer.
- **1.3.2** Parks Canada Representative Refers to the Identified User or representative of PCA for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all matters concerning the technical content of the Work under a resulting call-up against the Standing Offer/ Contract.
- **1.3.3** *Call-up Against a Standing Offer* The Work will be authorized or confirmed using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer" or SAP generated Call-up Against a Standing Offer. The Resulting Contract Clauses apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### 2. Scope of Work

The scope of work of the Standing Offer is broken up into three separate "Zones" that each define a slightly different work requirement, as described below.

#### 2.1 Zone 1 – Calgary Radio Shop

**2.1.1** Work Requirements: Zone 1 – Calgary Radio Shop

The work may include, but is not limited to: installation of radios into vehicles, creation or modification of radio RPFs (Radio Programming Files), programming radio equipment, updating radio equipment firmware, preventative maintenance checks on fixed, mobile or portable equipment, troubleshooting and repairing radio equipment and systems, modifying electronic equipment to meet user needs, soldering, building radio cables, testing and

evaluating radio equipment and systems, creation or editing of radio system/ site drawings using MS Visio, and general duties as specified.

Work will generally take place within normal business hours but may take place on weekends and holidays as needs dictate.

The Standing Offer Holder must be able to provide on-site services at the Parks Canada Radio Shop (Calgary, AB) for a minimum of 10 days per month, 7.5 hours per day. Note: actual work requirements offered may vary.

**2.1.2** Physical Requirements: Zone 1 – Calgary Radio Shop

Work will generally be performed in a shop or laboratory environment. The Standing Offer Holder may be required to lift heavy objects of up to 35 kg in a shop environment.

**2.1.3** Travel Requirements: Zone 1 – Calgary Radio Shop

Travel to the Calgary radio shop will not be reimbursed. There will be no overnight travel outside of Calgary associated with this Zone. The Standing Offer Holder may be required to travel for day trips.

**2.1.4** Qualification Requirements: Zone 1 – Calgary Radio Shop

The Standing Offer Holder's personnel performing work under the Standing Offer must:

- (a) Have a certification as a Radio/Telecommunications Technologist or Technician with a minimum of three (3) years of experience programming and repairing two-way radio equipment; and
- (b) Have knowledge and hands-on experience with the programming and configuration of Codan (Daniels) MT-3 and MT-4E repeaters, and experience in the alignment and testing of Codan (Daniels) transmitter and receiver modules.

#### 2.2 Zone 2 – National Parks (excluding Wood Buffalo National Park)

2.2.1 Work Requirements: Zone 2 – National Parks (excluding Wood Buffalo National Park)

The work may include, but is not limited to: installation of radios into vehicles or heavy machinery, installation of fixed radio equipment and antennas, installation and maintenance of radio dispatch equipment, installation and maintenance of solar power systems, preventative maintenance checks on mobile and portable radios, creation or modification of radio RPFs (Radio Programming Files), programming radio equipment, updating radio equipment firmware, preventative maintenance checks on fixed, mobile or portable equipment, troubleshooting and repairing radio equipment and systems, modifying electronic equipment to meet user needs, soldering, building radio cables, and general duties as specified.

The work may be located at remote solar powered repeater sites where access is by helicopter only. PCA is responsible for the provision of travel by helicopter.

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|                                     | Canada Agency   |

Work may take place outside normal working hours, on weekends and holidays as needs dictate. During emergencies and repeater maintenance checks the Standing Offer Holder may be requested to work extended hours to complete assigned work.

**2.2.2** Physical Requirements: Zone 2 – National Parks (excluding Wood Buffalo National Park)

Many of the work locations are remote with difficult egress. The majority of the repeater site work locations are accessible by helicopter only and there may be a requirement to do some hiking with equipment to reach the site from the helicopter/landing area. Work at remote locations in the region such as at repeater sites may be conducted in adverse weather conditions including high winds and under extremes in temperatures (lows of minus 35°C with wind chills to minus 60°C). There may be occasional requirements to climb radio towers (up to 48') to test or install antennas and cabling systems. The Offeror must have the physical ability to hand transport batteries of up to 35 kg over rough terrain at remote radio repeater sites. Transportation delays (weather, mechanical breakdown, etc.) while working in the far north can result in planned trips being extended for up to a week in duration.

**2.2.3** Travel Requirements: Zone 2 – National Parks (excluding Wood Buffalo National Park)

The Standing Offer Holder may be offered on site or field work in any National Park, National Park Reserve, or National Historic Site of Canada in Canada (except Wood Buffalo National Park).

**2.2.4** Qualification Requirements: Zone 2 – National Parks (excluding Wood Buffalo National Park)

The Standing Offer Holder's personnel performing work under the Standing Offer must:

- Have a certification as a Radio/Telecommunications Technologist or Technician with a minimum of five (5) years of field experience maintaining radio equipment and radio systems;
- (b) Have knowledge and hands-on experience with field installation and troubleshooting of Codan (Daniels) MT-3 and MT-4E repeater systems including multiple linked systems;
- (c) Have experience in installing and maintaining solar power systems with battery backup, applicable to remote radio repeater systems;
- (d) Have experience in troubleshooting and configuration of radio dispatch consoles; and
- (e) Have formal Fall Arrest Training and/or Certification.

#### 2.3 Zone 3 – Wood Buffalo National Park

**2.3.1** Work Requirements: Zone 3 – Wood Buffalo National Park

The work may include, but is not limited to: installation or removal of radio equipment from a variety of motor vehicles, programming radio equipment or systems, preventative maintenance checks on mobile and portable radios, troubleshooting and repairing radio equipment and systems, modifying equipment to meet user needs, set up and troubleshooting of the Parks

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Galaxy Broadband Satellite systems, and general duties as directed.

Some of the work may be located at remote solar powered repeater sites where access is by helicopter only. PCA is responsible for the provision of travel by helicopter.

**2.3.2** Physical Requirements: Zone 3 – Wood Buffalo National Park

Many of the work locations are remote with difficult egress. The majority of the repeater site work locations are accessible by helicopter only and there may be a requirement to do some hiking with equipment to reach the site from the helicopter/landing area. Work at remote locations in the region such as at repeater sites may be conducted in adverse weather conditions including high winds and under extremes in temperatures (lows of minus 35°C with wind chills to minus 60°C). There may be occasional requirements to climb radio towers (up to 48') to test or install antennas and cabling systems. The Standing Offer Holder must have the physical ability to hand transport batteries of up to 35 kg over rough terrain at remote radio repeater sites.

**2.3.3** Travel Requirements: Zone 3 – Wood Buffalo National Park

The Standing Offer Holder may be offered on site or field work in Wood Buffalo National Park, based out of Ft. Smith, NWT.

**2.3.4** Qualification Requirements: Zone 3 – Wood Buffalo National Park

The Standing Offer Holder's personnel performing work under the Standing Offer must:

- Have a certification as a Radio/Telecommunications Technologist or Technician with a minimum of five (5) years of field experience maintaining radio equipment and radio systems;
- (b) Have knowledge and hands-on experience with field installation and troubleshooting of Codan (Daniels) MT-3 and MT-4E repeater systems including multiple linked systems;
- (c) Have experience in installing and maintaining solar power systems with battery backup, applicable to remote radio repeater systems;
- (d) Have experience in troubleshooting and configuration of radio dispatch consoles; and
- (e) Have formal Fall Arrest Training and/or Certification.

#### 2.4 Deliverables and Acceptance Criteria

- **2.4.1** For all work performed the Standing Offer Holder must provide to the Parks Canada Representative a written report detailing time spent on each assigned task that was outlined in the call-up against the Standing Offer. This must be attached to the invoice for all work performed.
- **2.4.2** For work performed on individual pieces of radio equipment the Standing Offer Holder must complete a written Work Order providing a detailed description of the work done and

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measurements taken.

- **2.4.3** For all technical drawings performed, the Standing Offer Holder must provide to the Parks Canada Representative both a finished version of the drawing as well as the original, editable, digital source file(s).
- **2.4.4** For all radio programming work performed, the Standing Offer Holder must provide to the Parks Canada Representative a copy of the RPFs (Radio Programming Files) and any programming spreadsheets developed in the course of creating the program.

# 2.5 Constraints

- **2.5.1** The Standing Offer Holder must not undertake any of the specified work unless and until a callup against the Standing Offer is issued by the Parks Canada Representative.
- **2.5.2** The Standing Offer Holder is responsible for providing all labour, materials, test equipment, tools, supplies and transportation required to perform the work unless otherwise agreed to with the Parks Canada Representative.
- **2.5.3** All travel that is to be reimbursed in accordance with the <u>National Joint Council Travel Directive</u> must have the prior authorization of the Project Authority. See the Basis of Payment at Annex "B".
- **2.5.4** It is assumed that the Work will be performed by one (1) representative of the Standing Offer Holder. If the number of personnel that the Standing Offer Holder wishes to bring to fulfill a call-up against the Standing Offer request exceeds one (1), the additional personnel must be approved in advance by the Parks Canada Representative.
- **2.5.5** When a specific person or persons have been named to perform the work under the Standing Offer or call-up against the Standing Offer, the Standing Offer Holder must provide the services of those persons so named. If at any time the Standing Offer Holder is unable to provide the services of any specific person so named it shall provide a replacement person with similar qualifications and experience, subject to approval by the Parks Canada Representative. The Standing Offer Holder must not, in any event, allow performance of the work by unauthorized replacement persons.
- **2.5.6** For urgent work the Standing Offer Holder must be available to perform work within 48 hours of notification inclusive of holidays and weekends.
- **2.5.7** The Standing Offer Holder is responsible for ensuring that its personnel have the necessary training, tools, safety equipment, and test equipment to perform the work required.

#### 2.6 Parks Canada Responsibilities and Support

**2.6.1** While the Standing Offer Holder is required to be able to use their own tools and test equipment necessary to complete the Work, the Standing Offer Holder may have use of Parks Canada tools and equipment, if and when available, and subject to the prior approval of the Parks Canada Representative.

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- **2.6.2** Parks Canada will provide a staff member or representative to accompany the Standing Offer Holder to site upon request or at the discretion of the Parks Canada Representative.
- **2.6.3** Parks Canada will arrange and pay for all helicopter flights that are required to access a site.
- **2.6.4** The Parks Canada Representative will make available to the Standing Offer Holder any relevant materials in Parks Canada's possession relating to any specific work to be undertaken (drawings, technical documentation, history, etc.).

### 2.7 Timeframe and Delivery Dates

- **2.7.1** For non-urgent work Parks Canada shall provide a minimum of seven (7) days prior notice of any work required.
- **2.7.2** For urgent work Parks Canada shall provide a minimum of 48 hours notice of any work required.

#### 2.8 Parks Canada Representative

**2.8.1** The Parks Canada Representative is responsible for all matters concerning the technical content of the Work under a call-up against the Standing Offer.

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# APPENDIX "A1"

# OVERVIEW OF PARKS CANADA RADIO COMMUNICATIONS

Parks Canada has radio communications systems deployed in the majority of Canada's National Parks. These systems provide voice and data communications to support Park operations, staff, and public safety. The systems primarily consist of VHF radio repeater sites, with larger parks having multiple repeater sites linked together with either VHF or UHF radio links. The majority of the radio repeater sites are remote, solar powered sites (helicopter access only) and employ Codan (Daniels) MT series repeaters with Comprod or Sinclair antennas and coupling systems. These sites may be located on mountain tops or other high and exposed locations.

Park staff and other users employ a variety of base station, portable, and mobile radios. Radio equipment utilised by the agency primarily includes those manufactured by Motorola and Icom. Lesser used manufacturers are Kenwood, Harris, MA/COM, EF Johnson, Spilsbury, and Vertex. Other radio makes and models may be encountered. Mobile and portable radio equipment may contain Transcrypt 460, VoSec, or other encryption.

Extensive use of RoIP technologies is used to connect remote Parks to our Dispatch Centres. The Dispatch Centres use Zetron 4000 hardware. Parks Canada employs numerous radio controlled systems including highway chain-up signs, road advisory signs, and campground water control systems utilizing Barnett B1225 and Pro-Talk ARU's, among others.

For all of the systems and equipment discussed above, the office of the Radio Communications Coordinator/ Parks Canada National Radio Shop provides technical support, repair and maintenance, installation, system design, and project management services to the individual Parks and Field Units. Solicitation No. - N° de l'invitation 5P420-17-5096/A

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# ANNEX "B"

### BASIS OF PAYMENT

- (a) Offerors must submit their financial bid in accordance with the Basis of Payment.
- (b) The price of the offer must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 1. Firm Hourly Rates

The Standing Offer Holder will be paid for the actual hours worked at the firm hourly rates indicated below. The Standing Offer Holder will be paid an initial half hour minimum charge calculated from the time that the Standing Offer Holder arrives on site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.

#### Instructions:

If offering service to Zone(s) identified below, complete the firm regular hourly rate for each Zone that services are being offered to.

There is no applicable overtime rate.

Estimated usages are for evaluation purposes only and will not form part of any resulting Standing Offer.

| ltem<br>No. | Zone   | Firm Billing Hourly<br>Rate | Estimated Regular<br>Hour Usage Per Year |
|-------------|--|-----------------------------|--|
| 1.1         | 1 – Calgary Radio Shop                                       | \$                          | 1000 hours                               |
| 1.2         | 2 – National Parks (excluding Wood Buffalo<br>National Park) | \$                          | 500 hours                                |
| 1.3         | 3 – Wood Buffalo National Park                               | \$                          | 150 hours                                |

#### 2. Travel Rates

#### 2.1 Fixed Travel Rates

For the specific locations outlined below, the Standing Offer Holder will be paid for travel at an allinclusive round-trip firm rate including air fare, travel pay, kilometric charges, vehicle rental, parking fees, and any and all other travel expenses required to travel to/from the Standing Offer Holder's business location. Fixed travel rates do not include costs once the Standing Offer Holder has arrived at the destination identified for each Zone such as accommodations, meals and incidentals, vehicle rental, and kilometric rates.

#### Instructions:

If offering service to Zone(s) identified below, complete the firm price per round-trip rate information for each Zone that services are being offered to.

Travel to the Calgary radio shop will not be reimbursed. There will be no overnight travel outside of Calgary associated with Zone 1 – Calgary Radio Shop.

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|-------------------------------------|---|
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If offering service to Zone 2 – National Parks (excluding Wood Buffalo National Park) the Offeror is required to define a fixed travel reimbursement rate for return travel to/from Banff National Park (to the town of Banff, AB), as this is the Park that has the most recurring work in Canada.

If offering service to Zone 3 – Wood Buffalo National Park the Offeror is required to define a fixed travel reimbursement rate for return travel to/from Ft. Smith, NWT.

| ltem<br>No. | Zone  | Destination     | Unit of<br>Measurement | Firm Price Per<br>Round-trip Rate |
|-------------|---|-----------------|------------------------|-----------------------------------|
| 2.1         | 1 – Calgary Radio Shop  | Calgary, AB     | Per Round-trip         | Not reimbursed                    |
| 2.2         | 2 – National Parks<br>(excluding Wood Buffalo<br>National Park) | Banff, AB       | Per Round-trip         | \$                                |
| 2.3         | 3 – Wood Buffalo National<br>Park                               | Fort Smith, NWT | Per Round-trip         | \$                                |

# 2.2 Variable Travel Rates

- (a) All travel must have the prior authorization of the Identified User.
- (b) All payments are subject to government audit.

# 2.2.1 Zone 1 – Calgary Radio Shop

There will be no overnight travel outside of Calgary associated with this Zone. The Standing Offer Holder may be required to travel for day trips. Parks Canada will pay any travel costs directly for this Zone.

# 2.2.2 Zone 2 – National Parks (excluding Wood Buffalo National Park)

# 2.2.2.1 Banff National Park

Once in Banff, AB, the Standing Offer Holder will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C, and D of the <u>National Joint Council Travel Directive</u> and with the other provisions of the directive referring to "traveller", rather than those referring to "employees".

# 2.2.2.1 All other National Parks excluding Banff National Park and Wood Buffalo National Park

For all other National Parks in Canada (except Banff National Park and Wood Buffalo National Park), the Standing Offer Holder will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C, and D of the <u>National Joint Council Travel Directive</u> and with the other provisions of the directive referring to "traveller", rather than those referring to "employees".

# 2.2.2 Zone 3 – Wood Buffalo National Park

The Standing Offer Holder will be paid a fixed travel reimbursement rate for return travel to/from Ft.

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|-------------------------------------|--|
| n/a                                 |  |

Smith, NWT. Once in Ft. Smith, NWT, the Standing Offer Holder will be reimbursed its authorized travel and living expenses reasonably and properly incurred in performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private behicle and incidental expenses provided in Appendices B, C, and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "traveller", rather than those referring to "employees".

# 3. Other Direct Expenses

The Offeror will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost, without mark-up, upon submission of an itemized statement supported by receipt vouchers.

All expenses must have the prior authorization of the Parks Canada Representative.

# 4. Option Year Price Adjustment

Should Canada exercise the first option period under the Standing Offer, the firm hourly rate(s) and the fixed travel rate(s) offered will be adjusted per the percentage of mark-up identified below for option year 1.

Should Canada exercise the second option period under the Standing Offer, the adjusted firm hourly rate(s) and the adjusted fixed travel rate(s) applicable during the first option year will be adjusted per the percentage of mark-up identified below for option year 2.

#### Instructions:

If offering service to Zone(s) identified below, complete the firm percentage of mark-up that will apply to the firm hourly rate and the fixed travel rate, as applicable, for each option year of a resulting Standing Offer.

|             |   |                   | Option Year 1                            | Option Year 2                            |
|-------------|---|-------------------|--|--|
| Item<br>No. | Zone                                      | <i>l</i> tem      | Firm Percentage<br>Mark-up<br>Adjustment | Firm Percentage<br>Mark-up<br>Adjustment |
| 4.1         | 1 – Calgary Radio Shop                    | Firm Hourly Rate  | %  | %  |
| 4.2         | 2 – National Parks                        | Firm Hourly Rate  | %  | %  |
| 4.3         | (excluding Wood Buffalo<br>National Park) | Fixed Travel Rate | %  | %  |
| 4.4         | 3 – Wood Buffalo National                 | Firm Hourly Rate  | %  | %  |
| 4.5         | Park                                      | Fixed Travel Rate | %  | %  |

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### ANNEX "C"

# ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

# The following form must be completed and signed prior to commencing work on Parks Canada Sites.

# Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

| Parks Canada Responsible Authority/Project<br>Lead          | Address | Contact Information |
|---|---------|---------------------|
| Project Manager/Contracting Authority                       |         |                     |
| Prime Contractor  |         |                     |
| <b>Subcontractor(s)</b> (add additional fields as required) |         |                     |

#### Location of Work

General Description of Work to be Completed

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# Mark "Yes" where applicable.

| A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)   |
|--|
| The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.   |
| The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.  |
| The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.   |
| The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.  |
| The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.   |
| Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death. |
| The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.  |
|  |

I, \_\_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name

Signature

Date

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# ANNEX "D"

# PERIODIC USAGE REPORT – STANDING OFFER

Return to the Standing Offer Authority

The annual reporting period is August 01 to July 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

Supplier:

Standing Offer No.

| ltem<br>No. | Purchase Order<br>/ Call-up No. | Location | Description | Value<br>(Applicable<br>Taxes excluded) |
|-------------|---------------------------------|----------|-------------|---|
| 1           |                                 |          |             |   |
| 2           |                                 |          |             |   |
| 3           |                                 |          |             |   |
| 4           |                                 |          |             |   |
| 5           |                                 |          |             |   |
| 6           |                                 |          |             |   |
| 7           |                                 |          |             |   |
| 8           |                                 |          |             |   |
| 9           |                                 |          |             |   |
| 10          |                                 |          |             |   |

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| 11    |  |  |  |    |
|-------|--|--|--|----|
| 12    |  |  |  |    |
| 13    |  |  |  |    |
| 14    |  |  |  |    |
| 15    |  |  |  |    |
| 16    |  |  |  |    |
| 17    |  |  |  |    |
| 18    |  |  |  |    |
| 19    |  |  |  |    |
| 20    |  |  |  |    |
| (A)   | Total Dollar Value Call-ups for this reporting period: |  |  | \$ |
| (B)   | Accumulated Call-Up totals to date:                    |  |  | \$ |
| (A+B) | Total Accumulated Call-Ups:                            |  |  | \$ |

NIL REPORT: We have not done any business with the federal government for this period ( )

Prepared By:

Signature:

Date:

Solicitation No. - N° de l'invitation 5P420-<mark>17-5008</mark>/A **Amd. No. - N° de la modif.** 00

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#### ANNEX "E"

# **INTEGRITY PROVISIONS – LIST OF NAMES FORM**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

The Bidder hereby certifies that it is a (check one that applies):

() Corporate entity (including joint venture) - List names of **Board of Directors**:

| 1. | 6.  |
|----|-----|
| 2. | 7.  |
| 3. | 8.  |
| 4. | 9.  |
| 5. | 10. |

() Sole proprietorship (including joint venture) - List name(s) of the **owner(s)**:

| 1. | 4. |
|----|----|
| 2. | 5. |
| 3. | 6. |

() Partnership, Society or Firm.

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#### ANNEX "F"

#### **TECHNICAL EVALUATION**

#### 1.1. Zone 1 – Calgary Radio Shop

#### 1.1.1. Point Rated Technical Criteria

Offers submitted for Zone 1 – Calgary Radio Shop will be evaluated against the point rated technical criteria below.

Offerors should demonstrate in their technical bid how they meet each criteria. There is no minimum point value required, however the total evaluated score for the point rated criteria will be considered in the award of Standing Offer(s).

| ltem<br>No. | Evaluation Criteria   | Point Criteria  | Maximum<br>Points |
|-------------|---|---|-------------------|
| 1.          | Radio InstallationExperienceExperience installing mobile(vehicle) and base stationradios and fixed antennas.Experience preferable onMotorola and Icom radios. | <ol> <li>point for each year of experience to a<br/>maximum of 8 points.</li> <li>points for direct experience on Motorola and<br/>lcom radios.</li> </ol>  | 10                |
| 2.          | Radio Programming<br>Experience<br>Experience developing RPFs<br>(Radio Programming Files)<br>and programming portable,<br>base, and mobile radios.           | 1 point for each year of experience to a maximum of 10 points.  | 10                |
| 3.          | Radio Repair Experience<br>Experience troubleshooting<br>and repairing broken portable,<br>base, and mobile radios.   | <ol> <li>point for each year of experience to a<br/>maximum of 8 points.</li> <li>points for direct experience on Motorola and<br/>lcom radios.</li> </ol>  | 10                |
| 4.          | <b>Technical Drawing</b><br><b>Experience</b><br>Experience drafting technical<br>radio system drawings,<br>preferably using Microsoft<br>Visio.              | <ul><li>5 points for demonstrating experience creating<br/>and updating technical radio system drawings.</li><li>5 points for demonstrating experience and<br/>ability using Microsoft Visio.</li></ul> | 10                |

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| 5.                     | RoIP (Radio over IP)<br>Experience<br>Experience configuring and<br>troubleshooting RoIP systems,<br>preferably JPS NXU-2A based<br>systems. | <ol> <li>point for each year of experience to a<br/>maximum of 5 points.</li> <li>points for experience in programming,<br/>installing and maintaining JPS NXU2 or NXU2A<br/>RoIP systems.</li> </ol> | 10 |
|------------------------|--|---|----|
| Total Points Available |  | 50  |    |

# 1.2. Zone 2 – National Parks (excluding Wood Buffalo National Park)

### 1.2.1. Point Rated Technical Criteria

Offers submitted for Zone 2 – National Parks (excluding Wood Buffalo National Park) will be evaluated against the point rated technical criteria below.

Offerors should demonstrate in their technical bid how they meet each criteria. There is no minimum point value required, however the total evaluated score for the point rated criteria will be considered in the award of Standing Offer(s).

| ltem<br>No. | Evaluation Criteria   | Point Criteria   | Maximum<br>Points |
|-------------|---|--|-------------------|
| 1.          | Radio Installation<br>Experience<br>Experience installing mobile<br>(vehicle) and base station<br>radios and fixed antennas.                        | <ol> <li>point for each year of experience to a<br/>maximum of 8 points.</li> <li>points for direct experience on Motorola and<br/>Icom radios.</li> </ol> | 10                |
|             | Experience preferable on Motorola and Icom radios.  |  |                   |
| 2.          | Radio Programming<br>Experience<br>Experience developing RPFs<br>(radio programming files) and<br>programming portable, base,<br>and mobile radios. | 1 point for each year of experience to a maximum of 10 points.   | 10                |
| 3.          | Radio Repair Experience<br>Experience troubleshooting<br>and repairing broken portable,<br>base, and mobile radios.                                 | <ol> <li>point for each year of experience to a<br/>maximum of 8 points.</li> <li>points for direct experience on Motorola and<br/>Icom radios.</li> </ol> | 10                |

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| Total Points Available |  | 90   |    |
|------------------------|--|--|----|
| 9.                     | Satellite Experience<br>Experience in installing and<br>maintaining Satellite<br>communications systems.   | 1 points for each year of experience to a maximum of 10 points.  | 10 |
| 8.                     | RoIP (Radio over IP)<br>Experience<br>Experience installing and<br>maintaining RoIP systems,<br>preferably JPS NXU-2A based<br>systems.  | <ol> <li>point for each year of experience<br/>programming and configuring RoIP systems to<br/>a maximum of 5 points.</li> <li>points for experience in programming,<br/>installing and maintaining JPS NXU2 or NXU2A<br/>RoIP systems.</li> </ol> | 10 |
| 7.                     | Radio Controls and Alarms<br>Experience in the<br>programming and installation<br>of remote water control<br>systems and alarms.   | <ul> <li>4 points for experience installing and<br/>maintaining remote control systems.</li> <li>3 points for experience with Barnett 1225 series<br/>ARU's.</li> <li>3 points for experience with ProTalk series<br/>ARU's.</li> </ul>            | 10 |
| 6.                     | Zetron 4000 Dispatch<br>Console Experience<br>Experience in installing and<br>maintaining Zetron 4000<br>series radio communications<br>consoles.  | <ul> <li>2 points maintaining radio communications dispatch consoles.</li> <li>3 points for experience maintaining Zetron 4000 systems.</li> <li>5 points for certification as a Zetron M4000 installer.</li> </ul>                                | 10 |
| 5.                     | Remote Radio Site<br>Troubleshooting Experience<br>Experience in being called to<br>remote radio sites (helicopter<br>access only) for<br>troubleshooting, maintenance,<br>or installation work. | 1 point for each year of experience to a maximum of 10 points.   | 10 |
| 4.                     | Radio Repeater System<br>Experience<br>Experience in the installation<br>and maintenance of radio<br>repeater sites, systems and<br>equipment, preferably VHF<br>and UHF.                        | <ol> <li>point for each year of experience to a<br/>maximum of 5 points.</li> <li>points for experience on VHF multi-site, UHF<br/>linked repeater systems.</li> </ol>   | 10 |

| Client Ref. No N° de réf. du client |  |
|-------------------------------------|--|
| n/a                                 |  |

#### **1.3.** Zone 3 – Wood Buffalo National Park

#### 1.3.1. Point Rated Technical Criteria

Offers submitted for Zone 3 – Wood Buffalo National Park will be evaluated against the point rated technical criteria below.

Offerors should demonstrate in their technical bid how they meet each criteria. There is no minimum point value required, however the total evaluated score for the point rated criteria will be considered in the award of Standing Offer(s).

| ltem<br>No. | Evaluation Criteria  | Point Criteria   | Maximum<br>Points |
|-------------|--|--|-------------------|
| 1.          | Radio Repeater System<br>Experience<br>Experience in the installation<br>and maintenance of radio<br>repeater sites, systems and<br>equipment, preferably VHF<br>and UHF.                        | <ol> <li>point for each year of experience to a<br/>maximum of 5 points.</li> <li>points for experience on VHF multi-site, UHF<br/>linked repeater systems.</li> </ol>                       | 10                |
| 2.          | Radio Installation<br>Experience<br>Experience installing mobile<br>(vehicle) and base station<br>radios and fixed antennas.<br>Experience preferable on<br>Motorola radios.                     | <ol> <li>point for each year experience to a maximum<br/>of 8 points.</li> <li>points for direct experience on Motorola<br/>radios.</li> </ol>   | 10                |
| 3.          | Remote Radio Site<br>Troubleshooting Experience<br>Experience in being called to<br>remote radio sites (helicopter<br>access only) for<br>troubleshooting, maintenance,<br>or installation work. | 1 points for each year of experience to a maximum of 10 points.  | 10                |
| 4.          | Radio Programming<br>Experience<br>Experience in the<br>programming of<br>communications equipment.  | 1 point for each year of experience to a maximum of 10 points.   | 10                |
| 5.          | MDS Microwave System<br>Knowledge<br>Experience in installing and<br>maintaining MDS 900 MHz<br>systems.   | <ul> <li>5 points for experience installing and<br/>maintaining microwave systems.</li> <li>5 points for experience installing, programming<br/>and configuring MDS Ledr systems.</li> </ul> | 10                |
|             |  | Total Points Available   | 50                |