

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions

Procurement & Contracting Services 73 Leikin Drive, Loading Dock - Building M1 Mailstop # _15 Ottawa, ON K1A 0R2 Attention: Sylvie Niwe Mutuyeyezu (613) 843-3798

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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 : Gendarmerie royale du Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title – Sujet Standard Definition (SD) Cable or Satellite Television Services				Dat 201	e 7-05-15
Solicitation No 201704829	. – Nº de l'i	nvitation			
Client Reference N0061	ce No No	. De Référe	ence du (Clien	ıt
Solicitation Clo	oses – L'inv	vitation pre	end fin		
At /à : 2:00	0 PM			EDT	r(Eastern Daylight Time)
				HAE	E (heure avancée de l'Est)
On / le : 201	7-05-30				[
Delivery - Livra See herein — V présentes		Taxes - T See herei aux prése	n — Voir		Duty – Droits See herein — Voir aux présentes
Destination of services See herein — V			– Destina	ation	s des biens et
Instructions See herein — V	oir aux prés	sentes			
Address Inquir Adresser toute Diane Perkins		de renseig	nements	s à	
Telephone No. (613) 843-5904	– No. de té	léphone	Facsim (613) 82		o. – No. de télécopieur 082
Livraison exigé	Delivery Required – Delivery Offered – Livraison exigée Livraison proposée See herein — Voir aux présentes Delivery Offered –				
Vendor/Firm Na adresse et repr					– Raison sociale, epreneur:
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur					
	- Nom et ti	tre de la pe	ersonne	auto	ehalf of Vendor/Firm risée à signer au nom en caractères
Signature			Date		

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirement: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist and the Federal Contractors Program for Employment Equity – Certification.

1.2 Summary

The Royal Canadian Mounted Police (RCMP) has a requirement to deliver Standard Definition (SD) cable or satellite television services at the following locations; 73 Leikin Dr., 1200 Vanier Dr., 155 MacArthur Avenue, and 3 smaller sites located at 10 Sussex Drive, Rideau Cottage – 13 Sussex Drive and Governor General's Protective Detail (GGPD), 1 Sussex Drive to RCMP occupants.

Location	Quantity	Service
73 Leikin	160	Digital Service Access Node (DSAN)*
1200 Vanier	71	DSAN
155 McArthur	28	NEW DSAN**
10 Sussex	2	Standard Connections
Rideau Cottage –		
13 Sussex	2	Standard Connections
GGPD – 1 Sussex	3	Standard Connections

Breakdown of Current Locations

The period of the Contract is from date of Contract award for a period of five (5) calendar years.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods under the same conditions.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to



the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssiiss.tpsgc-pwgsc.gc.ca/index-eng.html) website".

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

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled <u>Federal</u> <u>Contractors Program for Employment Equity - Certification</u>."

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 Procurement Ombudsman

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

PART 2 - BIDDER INSTRUCTIONS

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 <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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 (2016-04-04) 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: 240 days

The 2003-1 (2015-04-01) Supplemental Standard Instructions - Telecommunications, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids



Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by electronic mail or facsimile to RCMP will not be accepted.

2.3 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.

2.4 Applicable Laws

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

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.

2.5 **Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <u>corporate_accounting@rcmp-grc.gc.ca</u>



2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 (3 hard copies)

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 <u>Policy on Green</u> <u>Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policyeng.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
- 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Section II: Financial Bid

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

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

At bid closing time, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

ltem	Mandatory Requirement	Met/Not Met	Substantiation
			Demonstrate HOW the requirement is Met
M1	The bidder must have a minimum of 2 years demonstrated experience in providing Cable Television services or satellite provisions for a similar size* facility or smaller.		
	*size is defined as approximately 63,000 m ² .		
M2	The bidder must have a minimum of two (2) years demonstrated experience providing installation of satellite equipment and/or cable equipment in a commercial environment.		
М3	The Bidder must be in good standing with the Workplace Safety & Insurance Board (WSIB).		
	The bidder must provide a valid WSIB Clearance Number at time of bid		

BIDDER:	



	submission.	
M4	The Bidder must be licensed by the Canadian Radio-television and Telecommunications Commission to distribute programming services in Canada under the Broadcasting Act and associated Distribution Regulations and must have a Broadcasting Certificate in accordance with Industry Canada Broadcast Procedures and Rules-11.	
	provided at time of bid submission.	

4.2 Basis of Selection - Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 specified will render the bid non-responsive.

5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences (as applicable)
- Required Documentation

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification



By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program. page?& ga=1.229006812.1158694905.1413548969#afed).

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 D <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex D Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 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 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 <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-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 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements



- 1. Before award of a contract, the following conditions must be met:
 - 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 7 - Resulting Contract Clauses;
 - (b) 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 <u>Industrial Security</u> <u>Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

- **7.3.1** The following security requirement applies and forms part of the Contract.
 - (a) Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid FACILITY ACCESS CLEARANCE, granted or approved by the RCMP Personnel Security Unit prior to commencing the Work, and from time to time throughout the Contract Period.



- (b) The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- (c) The Contractor must comply with the provisions of the Security Requirements Check List, attached at Annex C.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract award for a period of five (5) calendar years.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods 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 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.

7.4.3 Delivery Points

Delivery of the requirement will be made to location point(s) specified at Annex "A" of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Diane Perkins Senior Procurement Officer Procurement & Contracting Branch Royal Canadian Mounted Police 73 Leikin Drive, Mailstop #15, Ottawa ON, K1A 0R2

Telephone: 613-843-5904 Facsimile: 613-825-0082 E-mail address: <u>diane.perkins@rcmp-grc.gc.ca</u>

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

7.5.2 Project Authority

(To be provided at time of Contract award).

The Project Authority for the Contract is:



Name:	
Title:	
Organization:	_
Address:	

Telephone:		
Facsimile:		
E-mail addre	ess:	

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.

7.5.3 Contractor's Representative

(To be provided at time of Contract award).

Name:	
Title:	
Organizatior Address:):
Telephone:	

E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>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.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid as indicated in the Basis of Payment at Annex "B". Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

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

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

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.7.3 Method of Payment - Monthly

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.

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

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

7.8 Invoicing Instructions

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.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment and one (1) copy should be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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 "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Transition Service at End of Contract Period

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

7.11 Applicable Laws

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

7.12 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4005 (2012-07-16), Telecommunications Services and Products;
- (c) the general conditions 2035 (2016-04-04), General Conditions Higher Complexity Services, apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity Certification
- (h) the Contractor's bid dated _____

7.13. Procurement Ombudsman

7.13.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at <u>boa-opo@boa-opo.gc.ca</u>.

7.13.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

7.14 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

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

OR

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

7.15 Insurance

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

7.16 SACC Manual Clauses

B1501C (2006-06-06) Electrical Equipment A9068C (2010-01-11) Government Site Regulations



ANNEX "A"

STATEMENT OF WORK

Title - Standard Definition Cable or Satellite Television Services

Background and objective

The Royal Canadian Mounted Police (RCMP) has a requirement to deliver Standard Definition (SD) cable or satellite television services at the following locations; 73 Leikin Dr., 1200 Vanier Dr., 155 MacArthur Avenue, and 3 smaller sites located at 10 Sussex Drive, Rideau Cottage – 13 Sussex Drive and Governor General's Protective Detail (GGPD), 1 Sussex Drive to RCMP occupants.

Scope of Work

The cable or satellite signal will enter the buildings and terminate at a pre-existing location on site. The coax cable infrastructure has been put in place as part of the base building fit up (coax cable has already been pulled from each TV location at a pre-existing location on site). A distribution system may be required and installed at the pre-existing location on site to send signals to each of the 266 end points (televisions with built in tuners) located throughout the buildings at the various sites.

Breakdown	of	Current	Locations:
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Location	Quantity (End Points)	Service
73 Leikin	160	Digital Service Access Node (DSAN)*
155 McArthur	28	NEW DSAN**
1200 Vanier	71	DSAN
10 Sussex	2	Standard Connections
Rideau Cottage – 13		
Sussex	2	Standard Connections
GGPD – 1 Sussex	3	Standard Connections

*requirement for new cable management network at 73 Leikin Dr. (to allow for Standard Definition (SD) boxes to function at various endpoints as well to provide for news channels not on basic cable package) **a new DSAN is required at 155 McArthur

Tasks

The Contractor must supply and install the necessary managed cable service or Satellite television equipment at the various locations including, but not limited to:

- a. Cable feed from head end (if applicable);
 - i.Approved filter(s) or an isolation amplifier to provide specified front to back isolation for out of band signals Low Noise Block (LNB) and for in band signals (applicable only for cable services);
- b. Satellite dish(s) and LNBs (if applicable);
 i.Satellite dish(s) specifications;
- c. Distribution system;
- d. 266 end points
- e. New cable connection and cable run; as requested



The Contractor must provide cable or satellite television service for the various locations that includes Time Shifting Features, and includes, but is not limited to, the following channels:

- a. ABC
- b. Al Jazeera English
- c. BBC Canada
- d. BBC World News
- e. BNN
- f. CBC
- g. CBC News Network
- h. CBS
- i. City Toronto
- j. CNBC
- k. CNN International
- I. CTV Two
- m. CTV
- n. CTV News Channel
- o. FOX
- p. FOX News Channel
- q. Global
- r. MSNBC
- s. NBC
- t. France 24
- u. Ontario Legislature
- v. SUN News Network
- w. The Weather Network

Other Requirements

- a. The Contractor must address ANSI and ITU video standards;
- b. The Contractor must provide the specifications for the satellite antennae (if applicable); and
- c. The Contractor must provide the specifications for the receivers.

Constraints

There is to be no suspension or delay in cable and satellite services for any infrastructure installations (i.e. new cabling or external tuners). Any new infrastructure installation will be at the cost of the contractor.

Deliverables

Technical Specifications of the Installed System

The Contractor will install and maintain a cable or satellite television system meeting the following specifications:

- a. The system is to be free of design, manufacturing, installation and operating defects;
- b. The system is to be designed and installed for ease of operation, maintenance and testing;
- c. Distribution and other equipment must be labeled with the proper channel identification;
- d. Terminating resistors (75 Ohm) must be used to terminate all unused equipment ports of the system;
- e. All connectors must be compression fit connectors (no crimps);
- f. All cables must be FT-4 or 6 rated, to meet the local building construction and electrical codes;
- g. All cables must have a copper centre conductor, foamed polyethylene dielectric, bonded APA laminated shield (Aluminum foil 100% coverage), 60% aluminum braid coverage;



- h. Drawings of the system must be provided showing calculated signal levels;
- i. Each antenna mast and Interfacility Link, if applicable, must be properly grounded with No. 6 AWG copper grounding wire, in compliance with the Canadian electrical code; and
- j. The signal on each channel at each receiver must show no perceptible signal degradation when compared to the Head-end/central building distribution point. The supplier must show results from a test as described in Industry Canada BPR-8 section 5.5 Carrier to noise ratio measurement procedure, prior to final acceptance.

Cable or Satellite Television Signal Service

The Contractor must provide cable or satellite television service for the identified locations that includes Time Shifting Feature, and includes, but is not limited to the channels specified above.

Travel

Travel outside of the National Capital Region is not anticipated.



ANNEX "B"

BASIS OF PAYMENT

Name of Firm:			
Address:			
-			
Contact Person:			
Phone number:)		Fax number: ()
Email:		@	

1. Equipment and Installation

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm all-inclusive fixed fee of \$_____. Customs duties are included and Harmonized Sales Tax is extra, as applicable.

2. Service Delivery

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm all-inclusive monthly rate per OnBoard Tuner, as specified in the table below. Customs duties are included and Harmonized Sales Tax are extra, as applicable.

Contract Period	Estimated # of OnBoard Tuners (a)	All-inclusive monthly rate per OnBoard Tuner (b)	No. of Months (c)	Sub-Total (d) =[(a) x (b) x(c)]
From Award - for five (5) calendar years (Dates to be inserted upon award)	281	\$	60	\$
OPTION YEAR 1	281	\$	12	\$
OPTION YEAR 2	281	\$	12	\$
TOTAL	\$			

3. Cable Connection and Cable Run:

In consideration of the Contractor satisfactorily completing a cable outlet connection or a new cable run, as requested, the Contractor will be paid a firm all-inclusive hourly rate, as specified in the table below. Customs duties are included and Harmonized Sales Tax is extra, as applicable.

Contract Period	Estimated # of hours	Firm All-Inclusive	Sub Total
	(f)	Hourly Rate	



		(g)	(h) = (f) x (g)
From Award - for five (5) calendar years (Dates to be inserted upon award)	150	\$	\$
OPTION YEAR 1	30	\$	\$
OPTION YEAR 2	30	\$	\$
TOTAL BID PRICE FOR	EVALUATION (i):		\$

TOTAL BID PRICE FOR EVALUATION (j) = (e) + (i)	\$
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The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Items 1, 2 and 3 above must be fully completed in order to be considered complaint.

4. Cancellation of Tuners

Any cancellation of outlets will not be subject to cancellation or administrative fees.

5. Disbursement

Disbursements (photocopying, office expenses, Telephone calls, etc.) are included in the above costs. All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government Gouvern of Canada du Canad		Contract Number / Numero du contr Contract Number / Numero du contr	SI
	Sec	curity Classification / Classification de s	sécurité
	SECURITY REQUIREMENTS CHECK LIST ÉRIFICATION DES EXIGENCES RELATIVES À NIEA-INFORMATION CONTRAGIUELLE		
1. Originating Government Department or Org	anization / 2.8	Branch or Directorate / Direction généri	ale ou Direction
Ministère ou organisme gouvernemental d'é		Corporate Management Directorate	
3. a) Subcontract Number / Numero du contra	t de sous-traitance 3. b) Name and Address of Rocers Communication	Subcontractor / Nom et adresse du so	us-traitant
4 Brief Description of Work / Brève description Contract Cable service far NHQ Siles on Ragers	n du travail DSAN for basic distributed capling services through the facility	es that are indicated in the contract.	
5. a) Will the supplier require access to Contro			No Yes
Le fournisseur aura t-il accès à des marc			
Regulations?	sified military technical data subject to the provisions o ees techniques militaires non classifiées qui sont assuj		No Yes
Indicate the type of access required / Indiqu	ier le type d'accès requis		
Le fournisseur ainsi que les employés au (Specify the level of access using the cha (Préciser le niveau d'accès en utilisant le	tableau qui se trouve a la question 7. cj	COTÉGÉS evou CLASSIFIÉS?	No Yes
	cleaners, maintenance personnel) require access to restation or assets is permitted	stricted access areas? No access to	No Ves
à des renseignements ou à des biens PR	ttoyeurs, personnel d'entretien) auront-ils accès à des : OTÉGÊS et/ou CLASSIFIÉS n'est pas autorisé	zones d'accès restreintes? L'accès	
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ANNEX "D"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with 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 <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> 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 <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () 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 <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) 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)