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Contact Person: [Mark MacMichael](#)
Telephone: 902-424-8089
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Requisition # 10027072

Request for Proposal for Corporate Internet Services
 for the Chief Information Office

Fax Submissions will **NOT** be Accepted for this RFP
Contacts: See [Section 1.6](#) of the RFP Document

PRICES TO BE QUOTED TAX OUT ONLY

PLEASE COMPLETE THE UNIT, DELIVERY DATE, UNIT PRICE AND EXTENDED PRICE FIELDS

Item	Qty	Material	Delivery date	ALL PRICES MUST BE EXTENDED AND TOTALLED	
				Unit Price	Extended Price
	Unit	Description			
00001	1				
	Perf. unit	Corporate Internet Access			

PRICES TO BE QUOTED TAX OUT ONLY

PLEASE COMPLETE THE UNIT, DELIVERY DATE, UNIT PRICE AND EXTENDED PRICE FIELDS

Item	Qty Unit	Material Description	Delivery date	ALL PRICES MUST BE EXTENDED AND TOTALLED	
				Unit Price	Extended Price

The item covers the following services:

Item

Quantity Unit

Description
Price/Unit

Corporate Internet Access - CIO

Corporate Internet Access - Education

THE FOLLOWING INFORMATION MUST BE COMPLETED TO ENSURE TENDER ACCEPTANCE

TOTAL: NA

BIDDING COMPANY:

REPRESENTATIVE OF BIDDING COMPANY:

PRINT NAME:

PHONE#:

FAX#:

E-MAIL ADDRESS:

PO BOX:

CITY:

POSTAL CODE:

STREET:

CITY:

POSTAL CODE:

DELIVERY PROMISED:

TERMS:

FOB:

SIGNATURE:

All documents listed here can be found on our web site at www.gov.ns.ca/tenders/policy

If you do not have access to these documents via the Internet, please request a copy from Nova Scotia Procurement, 6176 Young St., PO Box 787, Halifax, NS B3J 2V2, phone (902)424-3333, fax (902)424-0622. Please request the document(s) by name.

NEED HELP? Suggestions and hints to help you reply to this tender are available from the above web page by selecting "Tendering Guides" then "Request for Quotations Completion Guide".

*****INSTRUCTIONS REGARDING THIS PURCHASE*****

By submitting a response to this tender, you acknowledge that you have read and complied with the applicable Nova Scotia Procurement documents. The following documents apply to this tender, and are available from the above web page by selecting "Terms & Conditions" then selecting the following:

Atlantic Standard Terms and Conditions (revised April 1, 2007)

Supplement - Request for Proposals (revised January 2005)

Requisition # 10027072



Procurement Services – Public Tenders Office
6176 Young Street, Suite 200
Halifax, Nova Scotia B3K 2A6
Telephone: (902) 424-3333 or toll free (866) 399-3377

REQUEST FOR PROPOSAL (RFP) 60141336

Corporate Internet Access

for the
Chief Information Office

Please complete and return as part of your response the Response Template document and Financial Proposal available for download at:

http://www.gov.ns.ca/tenders/general/60141336_CIAresponse.doc

http://www.gov.ns.ca/tenders/general/60141336_CIAfinancial.xls

Please Note:

- The complete tender document (total 101 sheets) is comprised of the 'Nova Scotia Request for Proposals' (NSRFP) form (2 sheets) and this RFP document (99 sheets). In the file that is downloadable from our public web site, the NSRFP form **always precedes** this RFP document. Please contact the Public Tenders Office if any sheets are missing.
- Financial information **must not** be reflected on the NSRFP form.
- Section 2.2, of this document must be completed and submitted with your bid.
- Any bids submitted via facsimile **are not** accepted.

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1 Department/Requirement Overview

1.1 Department Responsibility

The Chief Information Office was created in April of 2009 with the mandate to plan, organize and direct the efficient and effective use of information and information and communication technology across government. Included in the mandate is the responsibility for Information Management and the delivery of efficient, effective and secure Information and Communication Technology services to the provincial government.

1.1.1 Infrastructure Service Management Division (ISM)

One of the core business functions of the Infrastructure Service Management Division (ISM) of the Chief Information Office is the provision of cost effective, economical, reliable and value-added technological infrastructure services in response to the business needs of the Province. The acquisition, provision and management of data network services for the Province is a major component of this function. In general ISM manages the provision of these services to all departments, offices, and agencies on a cost recovery basis. The Network Operations Group within ISM has responsibility for the Provincial Data Network (PDN).

ISM also contracts on behalf of the Department of Education for data services to their client organizations in the education sector. The Information Technology Services Division (ITSD) of the Department of Education is responsible for the Nova Scotia Education Network (EDnet).

1.2 Background and Situation Overview

1.2.1 Corporate Internet Background

Data network services are acquired by the Province under four (4) separate categories including

- Regional Data Circuits
- Core Network Circuits
- Corporate Internet Access
- Network Management

This Request for Proposal is for the provision of the Corporate Internet Access for the Province of Nova Scotia and some related organizations. The Corporate Internet Access Supplier will be responsible for providing Corporate Internet Access for the Provincial Data Network, and the Education Data Network.

The Province's Network Management Supplier (Bragg Communications / EastLink) is to be considered to be representing ISM and ITSD in resolving any performance issues or problems when dealing with the Corporate Internet Access Supplier(s). Network Manager responsibilities are described in [Appendix G](#).

Corporate Internet Access connections are defined in Section 2.1 and provide Internet connectivity for clients of the Provincial Data Network, and the Education Data Network:

- The Provincial Data Network connects the provincial government's departments, offices and agencies, managed by the Network Operations Group of ISM, and
- The Education Data Network, managed by the ITSD of the Department of Education, provides data connectivity to schools and school boards, regional libraries, and related educational facilities.

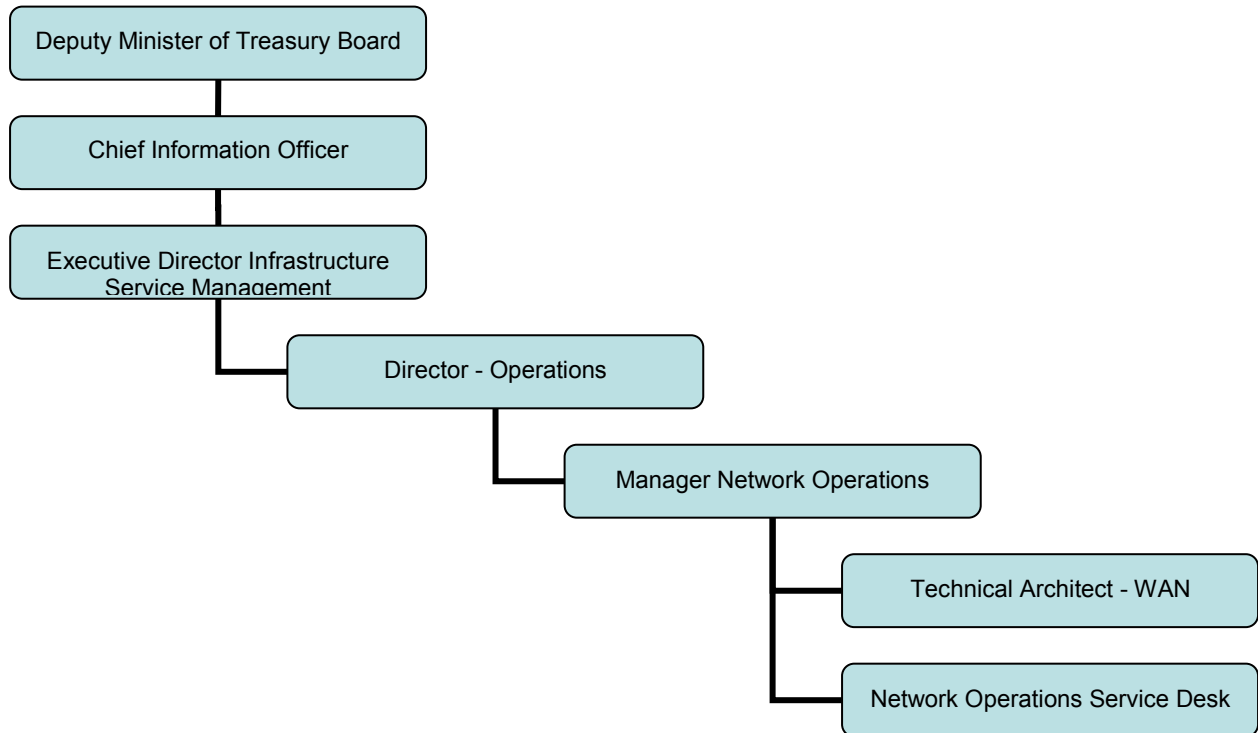
The following two sub-sections describe these networks in greater detail.

1.2.1.1 Provincial Data Network Background

The Provincial Data network (PDN) consists of approximately 300 connections. A large portion of IT services have been centralized in one of two core locations for the PDN. The core locations for the PDN are located in the Provincial Data Centre on Young Street and ISM's office at the Johnston Building in downtown Halifax. Internal support for the PDN, is the responsibility of ISM's Network Operations Group. All incidents are to be reported to the Network Management Supplier who will have the responsibility of reporting to ISM's service desk. For automated reports, the Internet connection supplier will send notification to the Provincial Government IT service desk and the Province's Network Management Supplier.

Internal support for the PDN is the responsibility of the ISM's Network Operations Group. All problems are reported to the Network Operations' Service Desk either through network management tools or indirectly through end users. Problems are investigated by ISM and then forwarded to the Network Management Supplier for resolution, when necessary. The Network Management Supplier will be responsible for working with the Supplier(s) of the Regional Data Network Circuits, Core Data Network, and Corporate Internet Access, to ensure issues are resolved within subscribed service levels.

The following organizational chart outlines CIO's escalation flow and roles:

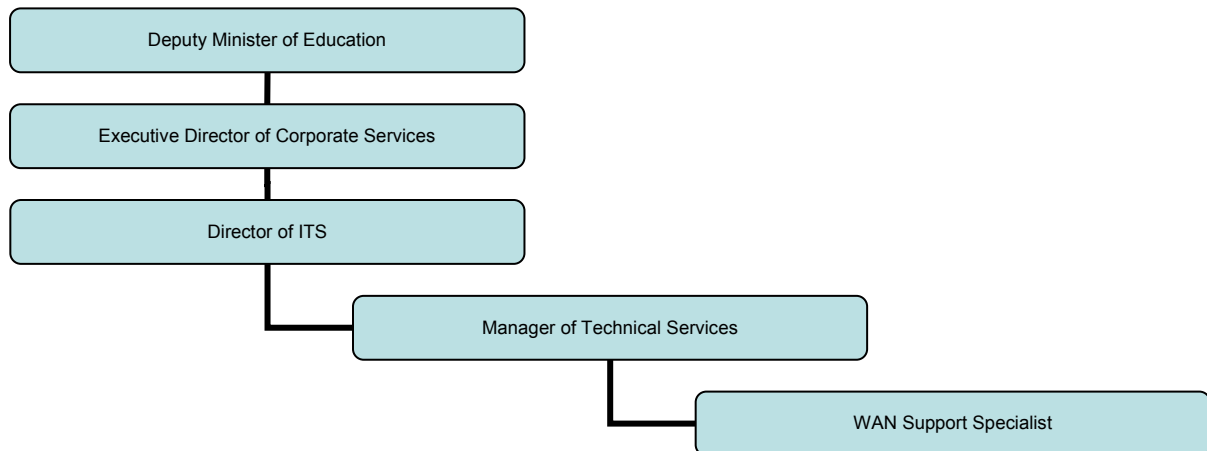


1.2.1.2 Education Data Services Background

Since 1995, the Department of Education has maintained and supported the Education Data Network (EDnet), in support of educational programs and services delivered through partner organizations – schools, regional libraries, and other entities. The objectives of EDnet are to meet the needs of the education community for online curricular activities and connection to the Internet, and to provide data communications for administrative applications, regardless of geographic location. The core location for EDnet is the Trademart Building, 2021 Brunswick Street.

Over the past 15 years EDnet has grown from 100 to over 600 sites. The network now includes public education sites, regional libraries, and learning centres of the Université Sainte Anne. EDnet is used to access the educational resources of the Internet, as well as for document delivery, video and voice conferencing, distance education (including professional development), and electronic service delivery.

The following organizational chart outlines ITSD's escalation flow and roles:



1.3 Contracting Issues

1.3.1 General

This RFP is to result in the selection of a single supplier for the provision of the Corporate Internet Access. The Province will be contracting for a single supplier Corporate Internet Access for the Provincial Data Network, and the Education Data Network. The Province will also be contracting for one Corporate Internet Access Vendor of Record for contingency and testing purposes. Each proponent will be required to act as the prime contact for their negotiated contract. The Province intends to negotiate with the successful proponent(s) for a single contract that will include:

1. The requirements and specifications as defined in the Request for Proposal;
2. The proposal made by the successful proponent; and
3. Any documented additional commitments made by the successful proponent during Oral evaluations (see Section 2.2.6).

1.3.2 Contract Negotiation

It is the Province's intention to negotiate a single contract with each successful supplier selected from this RFP process. The contract negotiations will include agreement on service levels and an implementation plan, in addition to the contract resulting from this RFP. Proponents will be required to enter into the form of contract generally described in [Appendix C](#). The Province is prepared to negotiate terms of the contract but reserves the right, at its sole discretion, to terminate negotiations if the preferred proponent is not prepared to comply with

the terms set out in [Appendix C](#). Contract negotiations will not include any substantial alterations to the proposal made by the proponent that would have reduced the evaluation of the proponent's proposal.

Proponents who wish to request alterations to the standard agreement provided in [Appendix C.1](#) must indicate these in their response. The extent of the deviations from the standard contract will be taken into account when the proposals are evaluated and these will be addressed during contract negotiations with the successful supplier(s). Proponents requesting multiple, major changes to the proposed contract risk having their score reduced, or being disqualified, so contract change requests should reflect only those which the proponent believes are vital to their ability to deliver the services as proposed.

If the Province is unable to reach a satisfactory agreement with any such Supplier within 30 calendar days of notifying a supplier that it has been selected, the Province may, at its sole discretion, either commence negotiations with the second highest scoring proponent or commence a new procurement process for the service in question.

1.3.3 Contract Duration

The contract shall be for a one (1) year duration. The starting date shall be determined upon the successful negotiation of the contract. The contract will include an agreed upon schedule for all implementation activities, based on the assumption that all activities will be complete no later than April 30, 2011.

The contract may be extended by mutual consent by a single one (1) year term. Contract terms and conditions may be renegotiated at the discretion of the Province at the time of any extension.

The contract may be terminated by the Province without cause on or after the three (3) month anniversary of the signing of the contract upon giving at least thirty (30) days written notice.

1.4 Vendor of Record

Up to one (1) additional Proponent may qualify as standing Corporate Internet Access Vendor of Record for acquisition of a contingent Corporate Internet Access connection for each Network, which may be required over the course of these contracts. The Corporate Internet Access Vendor of Record may also be engaged to provide an alternate Corporate Internet Access Connection for testing and implementation purposes. For details surrounding how the proponent would qualify as the Corporate Internet Access Vendor of Record see 3.2 - Evaluation Process.

1.5 Project Time-Frames

The following are the target completion dates for key activities.

- Announcement of Selected Proponent(s) - within three months of RFP closing
- Completion of Contract and Implementation Planning - within three months of RFP closing
- Begin Implementation of Services - within two months of Announcement of the Selected Proponent(s)

1.6 Enquiry Contacts

Proponents requiring further information on this Request for Proposals should contact:

	For the Tender Sponsor	For Procurement
Name	Darrin MacKeigan	Mark MacMichael
Title	Technical Architect – Supplier Management, ISM	Senior Procurement Consultant
Phone:	(902) 424-3848	(902) 424-8089
Fax:	(902) 424-2141	(902) 424-0780
e-mail:	mackeidn@gov.ns.ca	macmicma@gov.ns.ca

All enquiries are to be directed, to the person(s), or his/her designate(s) named above. Information obtained from any other source is not official and may be inaccurate. Enquiries and responses may be recorded and, where they are deemed relevant to all proponents may be distributed to them at the Province's option.

1.7 Related Documentation Website

There is additional documentation cited in this specification that is available to bidders. The Treasury and Policy Board provides bidders with access to relevant documentation which is not contained in the appendices to this RFP.

Documentation that is available on the website includes:

Item	Description
1.	WAN Security Policy http://www.gov.ns.ca/treasuryboard/manuals/pdf/300/30408-04.pdf

Additionally the WAN Security Standards, cited in this specification, are available through e-mail by sending a request to mackeidn@gov.ns.ca. Any email should include your organizations name and reference the appropriate RFP number.

Any problems accessing these documents should be referred to:

DarrinMacKeigan

(902) 424-3848

mackeidn@gov.ns.ca

2 Statement of Requirements and Evaluated Criteria

The requirements detailed in this section represent minimum capabilities or commitments. The successful proponent must be capable of and will be committed to meeting all of the requirements detailed herein. Subsequent identification by the Province of any of these requirements which a Supplier is unable or unwilling to meet would be sufficient cause for the Province to either seek compensation or, at its sole discretion, to terminate any agreement without liability or penalty of any kind. This section also includes the rated capabilities to be evaluated and the information required in proponents' proposal.

2.1 *Mandatory Requirements*

2.1.1 Nature of the Proponent

Any bid must be presented by a single lead organization that will be responsible for all aspects of the service agreement resulting from this RFP process. It is the responsibility of the proponent to ensure that all aspects of its proposal are in compliance with all relevant regulatory conditions governing the delivery of the proposed services.

2.1.2 Performance Guarantees

The successful proponent may be required, at the discretion of the Province, to provide a Performance/Security Guarantee naming the Province as the beneficiary. This guarantee shall warranty the Province should the successful proponent fail in its overall delivery of the contracted service. The Guarantee will apply to the entire service contracted with the proponent, but does not warranty individual circuits. The final instrument used for the Guarantee will be negotiated during the contract negotiations with the successful proponent.

The amount of the warranty for the Corporate Internet Access is \$100,000.

2.1.3 Canadian Radio-television and Telecommunications Commission

The Province recognizes that proponents may be subject to regulation by the Canadian Radio-television and Telecommunications Commission (CRTC), or other Canadian regulatory bodies, in respect of some or all of the services or products requested in this RFP. In this respect, a proponent may in response to this RFP:

- a) be subject to regulation by the CRTC, but not require CRTC approval by way of a tariff in respect of the services or products it proposes to the Province;

- b) be subject to regulation by the CRTC and propose services or products to the Province in accordance with an existing tariff that has already been approved by the CRTC; or
- c) be subject to regulation by the CRTC and propose services or products to the Province in accordance with a new tariff (or an amendment to an existing tariff) that has yet to be approved by the CRTC.

Notwithstanding that individual proponents may be regulated differently by the CRTC, or that an individual proponent's existing tariffs may be inconsistent with the Province's requirements, all proponents' responses will be evaluated in accordance with the evaluation methodology described in this RFP.

In relation to the CRTC, it is the sole responsibility of proponents to:

- a) identify any CRTC or other regulations or rulings to which it may be subject in relation to this RFP and any resulting contract; and
- b) obtain such approvals as are required to allow the proponent to deliver the services and products at the prices proposed in response to this RFP.

In preparing their proposal, Proponents may wish to seek interpretations from the CRTC if they are in doubt as to whether or not the services, products and prices proposed to the Province in their response are subject to and in accordance with an existing tariff or require the filing of an amendment to an existing tariff or a new tariff.

The Province will consider issues of conflicts between the requirements of this RFP and CRTC regulations or rulings raised by proponents, and may, in its sole discretion, amend the RFP if it determines that amendments are consistent with the Province's operational requirements. However, the Province will not compromise its operational requirements to accommodate individual Proponents' corporate or regulatory circumstances.

2.1.4 Technical Requirements

This section describes the technical requirements of the PDN, and EDnet for Corporate Internet Access.

Where reference is made to Provincial Network Management this refers to ISM, or ITSD of the Department of Education. The Network Management Supplier refers to the Province's supplier of the Network Management Services for the PDN and EDnet.

2.1.4.1 Corporate Internet Connections

- a) The following Corporate Internet Connections are required:

Group #1 - Mandatory (Successful Proponent)

Connection	Location	Current Bandwidth	Service Level
PDNCI_1	6176 Young Street 1672 Granville Street	300 Mb/s	1
EDnetCI_1	2021 Brunswick Street	600 Mb/s	2

Group #2 - Optional (Vendor of Record)

Connection	Location	Service Level
PDNCI_2	6176 Young Street 1672 Granville Street	1
EDnetCI_2	2021 Brunswick Street	2

- b) For the PDN, the Supplier must provide access to the total bandwidth acquired to either location (e.g. 300 Mb for the PDN). The access between the two locations will never exceed the total bandwidth acquired (e.g. 300 Mb between the two locations, not 600 Mb). Responsibility for how bandwidth will be utilized between the two locations will be with the Province.
- c) The successful Supplier must be capable of providing up to 1 Gb of bandwidth per circuit, for each location via direct fibre.
- d) The successful Supplier of this RFP will be awarded all connections in Group #1 (i.e. PDNCI_1, EDnetCI_1), at the rate identified in the Proponent's Financial Proposal. The amount of bandwidth acquired will be confirmed during contract negotiations.
- e) Proponents may choose to bid on Group #2 Connections (i.e. PDNCI_2, EDnetCI_2). The successful Supplier of Group #2 will be the Corporate Internet Vendor of Record (see Section 3.2 for Evaluation Process).

- f) The Supplier of Group #2 (i.e. the Corporate Internet Access Vendor of Record) must be able to provide the full speed required into a location if primary connection (i.e. Group #1) fails, at the rate identified in the Proponent's Financial Proposal (see [Appendix A](#)), within 24 hours of being notified of the failure.
- g) The Supplier of Group #2 must be able to provide the bandwidth requested for Border Gateway Protocol testing and implementation, at the rate identified in the Proponent's Financial Proposal (see [Appendix A](#)).
- h) Bandwidth must be guaranteed. If the Supplier already has circuits terminating at the above locations, the circuitry may be shared with those current circuits, as long as the Corporate Internet bandwidth is guaranteed, and the service being provided under those circuits is not degraded in anyway.
- i) The Connections defined above (see table in 2.1.4.1a) must include all circuit costs required to provide service. Circuit costs must include all circuit terminating equipment, if required, to provide service. Circuit terminating equipment is defined as demarcation devices, which are required to provide service, but does not include Customer Premise Equipment.
- j) The Supplier must support BGP Version 4 peering and provide a full routing table.
- k) The Supplier must support the Provincial Network Management and/or Network Manager Supplier's supplied addressing on customer premise equipment.
- l) The Supplier must not filter or throttle any protocols traversing the circuits.

2.1.4.2 Support, Performance & Problem Management

- a) The Supplier must provide maintenance and support of the Connections, including the circuits and their terminating equipment at the subscribed service level (see 2.1.4.3 for a description of Service Levels and 2.1.4.1a for Service Level Assignments by Connection).
- b) Each supplier must ensure the Connections awarded to them meet the assigned service level, when they are notified of an issue by the Network Management Supplier or Provincial Network Management (see 2.1.4.3 for a description of Service Levels and 2.1.4.1(a) for Service Level Assignments by Connection).
- c) The Supplier must designate and make available at all times an employee with appropriate technical training and ability to quickly isolate problems and work towards an equitable resolution of all customer service issues, to meet subscribed service levels.
- d) The problem management tools and processes used by the Supplier must include the creation of complete and reliable records that will allow for measurement of service levels for problem notification, determination, and resolution.

- e) The Supplier must agree to accept performance measurement tests provided by the Network Management Supplier and Provincial Network Management, and react accordingly to resolve issues.
- f) Suitably qualified staff representing the Supplier must participate in meetings as requested by the Network Management Supplier or Provincial Network Management to discuss problems or performance concerns associated with Corporate Internet Access.

2.1.4.3 Service Levels

- a) Current service levels for each connection are identified in Section 2.1.4.1(a). The Supplier must agree to change the service level for any Connection, at the request of the appropriate Provincial Network Management, with the only resulting change being a change to the monthly fee.
- b) For the service level assigned to each Corporate Internet Access Connection, the services and support to be met are as follows:

Service Level	Coverage Hours	Initial Problem Isolation	Time to Restore No Visit Required	Time to Restore Visit Onsite
1	7/24	15 min	1 hour	4 hour
2	7/24	30 min	4 hour	4 hour

- c) The Supplier must ensure their maintenance contracts to support their own operational infrastructure are sufficient to meet the service levels established.
- d) The Supplier will be required to enter into a Service Level Agreement (SLA) to ensure their network is reliable and problems are resolved in an effective and efficient manner. The SLA will be based on the technical requirements described in this section of the RFP and is to provide both the Supplier and Provincial Network Management with the management processes to ensure required service levels are met and any persistent problems can be addressed.
- e) Negotiations on the SLA may include changes to the measures, targets and remedies set in this RFP where those changes will still provide the required services and are agreeable to the appropriate Provincial Network Management.
- f) The SLA will not relieve the Supplier of its responsibilities for providing the services. The Province retains, as a last resort, all of its rights under the contract should it believe that the Supplier has failed to meet the requirements of the contract.

- g) All financial remedies provided for in the SLA are at the discretion of the appropriate Provincial Network Management. Where financial remedies are triggered, the appropriate Provincial Network Management will notify the Supplier in writing. The Supplier must provide the defined credits on the invoice for the service within 3 months of the triggering of that remedy.
- h) The following remedies are for outages and performance issues that fall within the Corporate Internet Access Supplier's responsibilities (e.g. the Corporate Internet Access Supplier will not be held responsible for outages and performance issues caused by the Network Management Supplier):
 - i. Where service has been unavailable for less than 97.5% of the total coverage hours for a Connection within a calendar month, the penalty shall be 25% of the total monthly cost of the Connection.
 - ii. Where service has been unavailable for less than 95% of the total coverage hours for a Connection within a calendar month, the penalty shall be 50% of the total monthly cost of the Connection.
 - iii. Where service has been unavailable for less than 90% of the total coverage hours for a Connection within a calendar month, the penalty shall be 100% of the total monthly cost of the Connection.
 - iv. Where any incident, which is determined to be a performance issue, results in performance tests indicating the Connection is providing less than 90% of the guaranteed bandwidth, the penalty shall be 15% of the total monthly cost of the Connection.

2.1.4.4 Change Management

- a) The Supplier must notify the Network Management Supplier and the affected Provincial Network Management, of any planned changes to its own internal network, which may have any effect on Provincial Government networks at least five business days in advance of the change and must make every effort to minimize adverse user impacts.
- b) Maintenance must be performed during the Supplier's scheduled maintenance window. The maintenance window must be described in the Proponent's response to question 2.2.7.5-f.
- c) The Supplier will only accept requests for changes from approved support contacts from the Network Management Supplier or Provincial Network Management.

2.1.4.5 Security

- a) The Supplier must adhere to the Province's Wide Area Network Security Policy & Standards available on the Related Documentation Website (see Section 1.7). The Policy and Standards have been put in place specifically for the Provincial Data Network but also form the basis for the security requirements for EDnet.

- b) For EDnet, the Manager of Technical Services, of IT Services Division of the Department of Education is the Security Authority, for the purposes of applying the Security Policy and Standards.
- c) The Supplier must ensure that all of their network's physical and electronic access points are secure and meet the access standards established in the Wide Area Network Security Policy & Standards available on the Related Documentation Website (see Section 1.7).
- d) The Supplier must agree that any of their employees who have physical or electronic access to the Provincial Data Networks are bound by the Wide Area Network Security Policy & Standards available on the Related Documentation Website (see Section 1.7).
- e) There must be a security liaison within the Supplier's business available to react immediately upon security issues or breaches.
- f) The supplier must agree to provide bonded resources for the performance of work on secure equipment or at facilities as required and when requested by Provincial Network Management, or their designate.

2.1.4.6 Administration (Billing)

- a) Each Provincial Network Management body is to be invoiced for the previous month's charges (starting at the first day of the month, ending on the last day of the month) by the 10th day of the month.
- b) If any errors in billing occur the Supplier, or the Province, have three months to bring the error to the other parties attention and negotiate a credit or debit to the Province's account. The debit or credit will be applied to the next month's bill. If three months have lapsed, both parties agree to dismiss any debits or credits resulting from the billing error.

2.1.4.7 Transition/Implementation

- a) The Supplier is to provide a plan and schedule for implementation of the Connection(s) being awarded to them that is acceptable to the appropriate Provincial Network Management within 2 weeks of the signing of the contract.
- b) The Supplier is required to use sound business practices acceptable to the Province to plan and perform the implementation activities necessary to bring the service into a full operational state within no more than one month of the signing of the contract. [Appendix E](#) – 'General Form of Implementation Practices' is provided for information.

2.2 Evaluated Criteria / Response Requirements

This section of the document details the format and content of proponent's written responses and, if required, oral presentations. These responses will be evaluated on a pass/fail (P/F) basis where indicated or will be scored and weighted according to the Detailed Evaluation Weights provided in [Appendix B](#). Responses that fail any pass/fail criteria or that fail to achieve the required minimum aggregate scores for any section as identified in 3.3.1 will receive no further consideration. Responses that fail to provide information required under this section may be disqualified.

2.2.1 Acceptance of Requirements (P/F)

Provide the following certification in the proponent's response:

"On behalf of <Proponent's Name>, I hereby certify that we have read, understood and accept the Mandatory Requirements contained in 2.1 relevant to the services for which we are submitting a proposal."

Signed: <Signature of authorized agent of the bidding firm>
 <Name and title>

For: <Name of Bidding Firm>

Date: _____

2.2.2 Nova Scotia 'Request for Proposal' (NSRFP) Form (P/F)

As noted on the front page of this specifications document, the NSRFP Form is the first two pages of the file that is downloaded from our public Web site. It must be completed, signed and included in the proposal.

Instructions on how to complete this Form are available online at:

http://www.gov.ns.ca/tenders/policy/pdf_files/NSRxxGuide.pdf

2.2.3 Business Registration (P/F)

NS law requires all businesses operating within the Province of Nova Scotia to register with the NS 'Registry of Joint Stock Companies' (RJSC) with some exceptions for New Brunswick (NB) businesses who are registered with the NB 'Corporate Affairs Registry' (CAR). Fees are payable when first registering and also annually to keep the registration active. Also, businesses that undergo name changes, mergers or acquisitions will need to update their business registration accordingly.

The status of a proponent's business registration does not preclude the **submission** of a proposal in response to any tender. A proposal can be

accepted for evaluation while a tender is open, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing (i.e.: status is 'active'). However, a problem can arise at the time of **award** if either of these conditions is not met.

Procurement Services must prepare the Contract for a successful proponent using the **same name** as that reflected in its RJSC or CAR business registration. But the award cannot be made (i) if the company is not registered with RJSC or CAR or (ii) if its business registration is not in good standing (i.e.: any status other than 'active').

Therefore, to facilitate the preparation of an award if your proposal is successful, please address **one** of the following as part of your proposal:

1. Include in your proposal a **hardcopy** of your **full** business registration profile as published on the RJSC or CAR Web sites. This should be the **complete** profile, showing all registration details, including (i) the company's **legal name** as appropriate for using in a potential contract, (ii) the **business registration number**, (iii) the current **status** of registration at the time of your proposal submission and (iv) the **most recent registration renewal date**.

If your registration is not in good standing (status of 'active'), describe your **plan** to correct this should your firm be selected for a contract emerging from this RFP.

OR

2. Alternately, if your company is currently not registered in NS or NB, describe your **plan** to become registered in either of these jurisdictions should your firm be selected for a contract emerging from this RFP.

Further details on NS business registration are available from Service Nova Scotia and Municipal Relations, online at: <http://www.gov.ns.ca/snsmr/rjsc>. Information about NB business registration is available from Service New Brunswick, online at: <http://www.snb.ca/e/6000/6600e.asp>.

If located outside the above jurisdictions, the proponent should be prepared for the Province to request evidence of **equivalent registration** in the proponent's own jurisdiction, as part of the evaluation. If the proponent is unable to provide it, this may adversely impact any potential award.

If the proponent is an **individual** whose proposal is submitted under his/her personal name, as shown on his/her NSRFP Form and in his/her proposal, business registration is not required. In this case only, the proponent can disregard the requirements in this section if desired, or optionally include the following text in his/her proposal for this section:

“This proposal is submitted under the proponent’s personal name. Therefore, a business registration profile is not included.”

2.2.4 Bidding Organization

Provide a detailed listing of all businesses involved in providing services under the submitted proposal including:

- a) The correct legal name of the proponent.
- b) The correct legal names of business units or other businesses included in this proposal.
- c) The relationship of each participant to the bidding organization, e.g. subsidiary, sub-contractor, partner (investing).
- d) The duties, responsibilities, and involvement of each participant in relation to both implementation and ongoing service.
- e) The number of years in business for the bidding organization and each participating entity.

2.2.5 Contract Management

2.2.5.1 Executive Sponsor

- a) Identify, by completing the following table, the proponent’s senior executive responsible for the project, who will be available to receive and return calls directly from/to the Deputy Minister, Treasury Board, as well as the individuals in the reporting chain leading to the CEO of the bidding organization. This executive must have full authority to commit funds and resources to the proponent’s efforts with respect to this project.

	Name	Title	CIO Equivalent
Executive Sponsor for this project			Deputy Minister
Reports to			
Who reports to			
... (add or delete rows as required)			
Who reports to		CEO	Minister

- b) Describe the role of the Executive Sponsor in this initiative including specific activities he/she will be involved in.

2.2.5.2 Customer Service Culture/Approach

- a) Describe the proponent's approach to customer service giving specific examples of any practices or policies in place that are designed to enhance its responsiveness to customer needs and concerns.

2.2.5.3 Problem Avoidance and Resolution

- a) Describe the escalation procedure the proponent proposes to remedy problems with the account and to address any failure to meet agreed service level targets.

2.2.5.4 Replacement of Personnel

The Province realizes that personnel proposed for this assignment may not be available at the time they are required. By responding to this RFP, the Proponent is committing to make the proposed personnel, or personnel of equivalent experience and capability, available to this project provided they are still employed by the Proponent. Substitution of all personnel by the Proponent will be subject to approval by the Province.

- a) Describe the process the proponent proposes for including the Province in the selection of replacement personnel in the event that proposed personnel are no longer employed by the proponent at the time of requirement.
- b) Describe how the proponent would propose to deal with situations where the Province's service management concludes that an assigned resource from the proponent's organization is not performing adequately.

2.2.5.5 Approach to Security

- a) Briefly describe the Suppliers approach for identifying and then introducing to its service new security related standards, practices and techniques.

2.2.5.6 Emergency Response and Support

- a) Describe the proponent's emergency/disaster recovery business continuity planning efforts to date and ongoing process, including if you have a Business Continuity Plan in place, if and how it is tested and updated.

2.2.6 Oral Evaluation (Optional)

Short-listed proponents may be invited to make a presentation to the Oral Evaluation Team preceded by an interview with the proponent's most senior executive associated with the project. All key team leaders should be present at the oral presentation. ***The presentation should be made by the key members of the proponent's proposed Project Team(s) led by the most senior person directly involved with the proposed service delivery.*** The oral presentation will be followed by a question and answer period. There may be questions provided to proponents in advance to be addressed during the oral presentation as well as questions that were not provided in advance to be answered during the question and answer period. The entire session, including responses to the questions provided, will be rated under the oral evaluation criteria described in Section 2.2.6.1 and 2.2.6.2 below and weighted according to [Appendix B](#).

Total time:	up to 2 hours
Executive Interview:	30 minutes
Presentation:	20-30 minutes
Question and Answer Period:	30 - 60 minutes

2.2.6.1 Executive Interview

The Evaluation Team will be looking for the appropriate combination of seniority/authority and involvement in this project from the most senior individual involved. The interview will be intended to determine the executive's view of the importance of the initiative to the company, as well as his or her role and degree of involvement in the initiative, understanding of the risks and priorities and commitment to a successful outcome for the Province.

2.2.6.2 Oral Presentation

The oral presentation should provide an overview of the proponent's proposal with emphasis on the following:

a) Understanding of Priorities

The team should demonstrate an understanding of what is most important to the Province and how the proponent's team proposes to address the key factors for success in the supply arrangement.

b) Capabilities to do the job

The presentation should demonstrate the team's capabilities to take on this initiative and work effectively together with each member, providing input that is relevant to his or her role, expertise and experience.

c) Team Organization/Assignments

The presentation should clearly outline the proponent's organization proposed to support this contract and the roles of the key individuals in the organization.

Lines of communication and escalation should be described as well as points of client contact in the organization.

d) Business Objectives

The presentation should describe the proponent's business objectives that are relevant to this opportunity and indicate if and why this contract might have operational and strategic importance to the proponent.

e) Approach and Plan

The proponent should describe the overall approach it proposes for the key work elements of the initiative and provide a summary of the key activities and milestones associated with its approach.

f) Risk Identification/Mitigation

The proponent should describe the key risks they have identified for this project as well as the steps they recommend or plan to implement to mitigate those risks. The proponent should indicate the degree of confidence the team has in handling each of the identified risks.

g) Account Managers

The relevant Account Managers for the services proposed should play leading roles in the presentation and demonstrate a complete understanding of the requirements and the potential challenges, leadership and understanding of their support resources and the ability to interact effectively with both their team members and the members of the oral evaluation team.

h) Team Dynamics

The presentation should demonstrate the team's ability to work effectively together, taking appropriate leadership with each member providing input that is relevant to his or her role, expertise and experience. All key team members should have an appropriate role in the presentation and should interact effectively with the evaluation team if necessary.

i) Client Orientation

The team should demonstrate an understanding of how to create a customer service culture throughout the engagement and to continually assess client satisfaction and identify opportunities to improve service.

j) Commitment to the Initiative

The team members should each demonstrate their personal commitment to the success of the project as well as their confidence and comfort with that commitment.

2.2.7 Evaluation of Technical Requirements

2.2.7.1 Experience and Reference Projects

Provide a minimum of two (P/F) and up to three references of accounts for which the proponent has provided dedicated symmetrical Corporate Internet Access of

10 Mb of bandwidth or higher. Provide the following information for each reference in the following format:

Corporate Internet Connections Project Reference

- a) Name and location of contracting organization
- b) Key contact
 - i. Name, Title, Phone & Email
 - ii. Role in project
- c) Contract start date (month/year)
- d) Contract end date (month/year)
- e) If the contract is no longer in effect, provide the reason(s) why it was terminated.
- f) Brief description of the type of Connection(s) provided, including bandwidth requirements.

Indicate whether there was a formal service level agreement in place.

2.2.7.2 Proposed Organization and Resources

Describe how the account management will be structured by providing:

- a) A table in the format provided below detailing:
 - i. The Proponents key individuals proposed for the project
 - ii. Their roles and responsibilities
 - iii. Their proposed location
 - iv. Whether the individual is an employee of the prime contractor or is subcontracted.

Title	Individual	Role/Resp.	Location	In-House or Contracted
Account Manager				
Transition Manager				
Support Manager				
Network / Technical Team Leader				
Network Security Liaison				
Other*				

*add rows as required

- b) An annotated organization chart which identifies:
 - i. The structure of the proposed account management organization,
 - ii. Relationships of the team members to key government staff,
 - iii. Linkages between the proponent and any sub-contractors and the nature of their relationship.

2.2.7.3 Key Resources

For the personnel proposed as **Account Manager**, **Support Manager**, **Network / Technical Team Leader** and **Network Security Liaison** provide the following:

- a) Relevant skills, knowledge and training for this assignment
- b) Resumes of proposed personnel
- c) References to two projects or accounts where the proposed individual has played a similar role, providing:
 - i. Name of client organization;
 - ii. Name, title, telephone number and email of a client reference contact;
 - iii. Scope, complexity and duration of the referenced project;
 - iv. Role the proposed individual played in the referenced project.

Note: Personal References may correspond to the requested proponent references in Section 2.2.7.1 or may be for unrelated projects.

2.2.7.4 Corporate Internet Connections

- a) Please describe your path to an Internet Exchange Point (IXP) for each Group of Connections (see 2.1.4.1-a) the Proponent is selecting to bid on **(Pass / Fail - Failure to provide this description will result in immediate disqualification of the Proponent. This question is also weighted heavily (see [Appendix B](#)) and failure to describe the path in detail will result in disqualification of the proponent.)**, including:
 - i. Identify which Internet Exchange Point the proposed Internet Connectivity utilizes (i.e. TorIX, QIX, Boston MXP, etc.), and
 - ii. Provide a detailed map outlining the path within your response.
- b) Bandwidth must be guaranteed. Please describe how bandwidth will be allocated and guaranteed. **Note: This question is weighted heavily (see [Appendix B](#)) and failure to adequately describe circuit characteristics will result in disqualification of the proponent.**
- c) Presently, the majority of our clients purchase Internet access through three major suppliers in the province – Bell/Aliant, EastLink, and Seaside Communications. It is critical that our clients have reliable and responsive

connectivity to Government services provided via the PDN, and EDnet.

Please describe your commitment to peer with these Vendors.

- d) Please describe your experience in the implementation of Border Gateway Protocol routing.
- e) The Corporate Internet Access Connections in Group #2 are designed to provide contingency access to the Internet if the Primary Connection (ie. Group #1) fails. If you are choosing to bid on Group #2, please describe your commitment to ensure the Province will be brought online as soon as possible.
- f) Describe the logical or physical redundancy that can be offered within the Supplier's Network.

2.2.7.5 Support

- a) Indicate which of the following modes of support the proponent offers:
 - i. Phone support (live),
 - ii. E-mail,
 - iii. web documentation (design documentation, diagrams, reports),
 - iv. interactive / responsive web support.
- b) Provide the Supplier's escalation process for support issues.
- c) Describe your approach to managing and meeting Service Level Agreement commitments, including resolving performance/availability.
- d) The Supplier will be required to work with the Network Management Supplier to ensure Service Levels are maintained for the PDN and EDnet. Please describe your commitment to this approach.
- e) The Supplier must work with the Network Management Supplier to ensure the Network Management Supplier's network management tools have the visibility to view the current status of Internet service. The Supplier will report all incidents and resolutions directly to the Network Management Supplier. If possible, electronic notifications should be configured to notify Provincial staff as well as our Network Management Supplier. Please describe the mechanisms you would use to ensure this visibility to the service, and please describe how notifications would be delivered to Provincial staff as well as the Network Management Supplier.
- f) Maintenance must be performed during the Supplier's scheduled maintenance window. Please describe the maintenance window, which will affect the service proposed.
- g) In order to adhere to the Personal Information International Disclosure Protection Act (S.N.S. 2006, c.3), preference will be given to proponents who ensure data, required for support of the contracted service, is kept within Canada, preferably Nova Scotia. Please describe how the Supplier will meet

these obligations and describe any points of access to the above mentioned data the Supplier may have that are outside of the Province and/or Canada.

2.2.7.6 Performance and Problem Management

- a) The Corporate Internet Supplier may add value by having the ability to monitor the Connections on their own. Describe how and if the proponent proposes to monitor their Connections and the value this would have to the Province.
- b) There should be the capability to provide 96 hours history of performance for each Connection, including latency, errors, and availability as requested by the Provincial Network Management or Network Management Supplier. Please describe if and how the proponent will provide this capability.
- c) The ability of the Supplier to, upon request, configure SNMP to provide the Network Management Supplier or the appropriate Provincial Network Management the ability to poll the Supplier's devices for SNMP information and receive traps, would be of benefit to the province. Please describe your ability and willingness to provide this service to the Province.
- d) The Supplier should have the ability to record all instances related to a problem from its beginning. This information should be made available to the Provincial Network Management, and/or the Network Management Supplier, upon request. Describe the proponent's problem tracking methodology and reporting.
- e) Describe your certification testing processes, as part of Release Management, to mitigate the risk of maintenance updates negatively impacting operations.

2.2.7.7 Security

- a) Describe the proponent's approach to controlling physical and electronic access to circuits and devices.

2.2.7.8 Transition/Implementation and Billing

- a) Provide an implementation/transition plan that describes the sequence of activities, milestones, timing and resources required to effect a transition from the current data services to the proponent's proposed services. The plan should also include the resources expected/required of the Province.

2.2.7.9 Risk Management

- a) Please identify any threat risk analysis processes that have been performed on your internal networking infrastructure.

2.2.8 Added Value

‘Added value’ is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.

Describe the aspect(s) of your proposal believed to result in notable added value for this project and/or the NS Government as a whole.

2.2.9 Sustainability Component

The Province is committed to purchasing goods, services, and construction in a manner that is better for our economy, our environment, and our communities. To find out more about this initiative go to:

<http://www.gov.ns.ca/tenders/sustproc/default.asp?tab=1&w5=TOP>

The Province recognizes the importance of involving suppliers early on in this process. The success of the ability to purchase sustainably relies on the capacity of suppliers to meet government’s requirements. To help the Province better understand the sustainable attributes for this purchase the proponent should prepare the following:

- A brief statement, to maximum of (2) pages, that outlines the proponent’s commitment to the sustainable prosperity of Nova Scotia (e.g. meeting today’s needs without compromising the needs of tomorrow).
- Given the requirements in this RFP, describe how the service that you are proposing will be provided in a sustainable manner (e.g. considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety, and local economic development).
- If the requirement includes a good as part of the RFP, also include the following question:

Considering the manufacture, uses, and end-of-life disposal of the product proposed, describe the positive attributes of the product (e.g. considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety, and local economic development).

2.3 Financial Proposal

- a) The financial proposal must be completed using the spreadsheet template contained in [Appendix A](#). (pass / fail)
- b) Proponents must complete the spreadsheets by supplying data in unprotected cells as instructed on the spreadsheet.
- c) Instructions (highlighted in green) in the Financial Proposal spreadsheets include binding instructions that carry the full force and authority of this RFP document.
- d) The financial proposal will be evaluated using the formulas described in Section 3.3.2.
- e) Any and all costs associated with the provision of the required services as specified in 2.1 of this RFP, such as installation, transition costs, and travel costs, must be included in the prices provided.
- f) All proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes (pass/fail).

2.4 Other Important Provisions

2.4.1 Asking Questions

The proponent is responsible for obtaining any needed clarification of the RFP requirements, while the RFP is open. Questions should be directed **in writing** to the RFP Contacts identified. **Email is the preferred method of contact.** Verbal questions and responses that are not later confirmed in writing with the RFP Contacts will not be considered an official response.

Questions and responses that are deemed to materially affect the RFP requirements, project scope, time lines, etc. or to be of interest to all prospective proponents **may** be made available at the Province's option. If so, this would be handled as an addendum while the RFP is open and made available for download from our tenders Web site at: <http://www.gov.ns.ca/tenders>

2.4.2 Addenda and Addenda Acknowledgement

Proponents are responsible to ensure that they are aware of and have complied with any addenda issued by visiting the Procurement Services Web site (<http://www.gov.ns.ca/tenders>).

Responding to this RFP **may** require the acknowledgement of a specific addendum or multiple addenda as part of the submission. Acknowledgement requirements, whether optional or mandatory, will be defined in the addendum. The proponent must monitor for any addenda that may be issued during the full open period of the RFP.

2.4.3 Constraints

The Province of Nova Scotia is required to comply with the '*Personal Information International Disclosure Protection Act*' (PIIDPA; S.N.S. 2006, c.3). The Act creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. Provisions related to PIIDPA are included in contract, as reflected in section 3.3. Information about the Act is available online at: <http://www.gov.ns.ca/legislature/legc/statutes/persinfo.htm>

Service providers must abide by the *Respectful Workplace Policy* that promotes awareness, prevention, and the early resolution of complaints of offensive behavior. The policy, along with additional information about procedure is available on the Public Service Commission website at: <http://www.gov.ns.ca/psc/respectfulworkplace>.

2.4.4 Conflict of Interest

The Province reserves the right to disqualify any Proponent that in the Province's sole opinion has an actual or potential conflict of interest or an unfair advantage, whether existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such terms and conditions, as the Province in its sole discretion may require.

Proponents are required to disclose, to the [RFP Contacts](#), any potential or perceived conflict of interest issues prior to RFP closing date and time.

2.5 Additional Phases of Work

If additional Connections are required, the Province reserves the right to amend any contract that may emerge from this RFP for provision of future Connections. The Province also reserves the right to issue a subsequent tender for any new requirements identified. The decision whether to amend an existing contract or to issue a subsequent tender is at the sole discretion of the Province.

3 Evaluation and Selection Process

3.1 Introduction

- a) The Proposal Evaluation Team will consist of representatives of the Department and other selected representatives of the Province. It is understood and accepted by any proponent submitting a proposal that all decisions as to the degree to which a proposal meets the requirements of this RFP are the judgment of the Proposal Evaluation Team.

Note: *Although the Department will make reasonable efforts to avoid assigning evaluators that could present a potential conflict of interest, it reserves the right to require the Proponent to resolve a conflict to the Department's satisfaction failing which the Proponent would have to withdraw its proposal.*

- b) Certain clauses in Section 2 are marked (P/F) and will be evaluated on a PASS/FAIL basis. A proposal shall be considered NON COMPLIANT if the response to any such clause is deemed by the evaluators to be unsatisfactory. Only proponents that meet all mandatory requirements will move on to further evaluation. All other clauses will be rated according to the evaluation scheme described in Section 3.3, and detailed in [Appendix B](#).
- c) It is important that proponents respond to all clauses of Section 2.2 of the Request for Proposal. Failure to respond to any clause marked Pass/Fail (P/F) of these Sections will render the proposal NON COMPLIANT and the proposal will receive no further consideration. A proposal shall be considered NON COMPLIANT if any response to a Pass/Fail clause is not supported by proper and adequate detail.
- d) Any proposal that does not follow the requested format as defined in Section 2 may be declared NON COMPLIANT and not subject to further evaluation.
- e) All proposals shall be examined in detail in accordance with the published evaluation criteria and following the process outlined in this section. The Province reserves the right to either award a contract to the most effective proponent as determined by the evaluation criteria or not to make an award if none of the proposals received meets the minimum requirements of the evaluation criteria as outlined in Section 3.3.1.

3.2 Evaluation Process

There will be a single evaluation score developed for each Proponent for each Group of Connections (i.e. Group #1 or Group #2). The Proponent will be scored as per Section 3.3 immediately following this section. For the **Corporate Internet Access RFP** proposals, the evaluation process is as follows:

- Stage 1) Evaluation of compliance to PASS/FAIL (P/F) criteria as identified in the RFP and disqualification of any bids that fail to meet them.
- Stage 2) Evaluation of RATED criteria by scoring the appropriate criteria for the service in question according the weights outlined in [Appendix B](#).
 - i. All proposals which have succeeded in meeting the minimum rated requirements will continue to be evaluated. All proposals not meeting the minimum rated scoring criteria will be rejected without consideration of the financial proposal.
- Stage 3) Evaluation of financial proposals. Financial proposal scores (see Section 3.3.3) will be combined with the technical score achieved by the relevant proponent to arrive at the total score for each proponent-proposal for each Group of Connections.
- Stage 4) Evaluation of the oral presentations, if deemed necessary by the Province, of the short-listed proponents.
- Stage 5) The scores for the oral presentations will then be included with the evaluations of the rated sections to determine the overall weighted average scores.
- Stage 6) The proponent-proposal with the highest overall score for Group #1 will be considered the successful Supplier of this RFP, and awarded the Connections in Group #1 (upon successful contract negotiation).
- Stage 7) The remaining proponent-proposals will be evaluated to ensure they provide a divergent path to the Internet (i.e. a separate path to an IXP) than the Proponent awarded Group #1. Any proponent-proposals, which rely on the same path will no longer be considered.
- Stage 8) The highest overall score for the remaining proponent-proposals (from Stage 7) will be considered the Corporate Internet Access Vendor of Record and awarded Group #2 Connections (upon successful contract negotiation).

3.3 Evaluation Criteria

3.3.1 Desirable Criteria

The rated evaluation criteria in Section 2 will be scored according to the point-rating scheme Summarized in the Technical Evaluation Summary Tables below and detailed in [Appendix B](#). Some criteria are designated PASS/FAIL. Those proposals that are scored as "FAIL" in any of those criteria shall be deemed NON COMPLIANT and shall receive no further consideration. The remaining rated criteria require the attainment of a minimum score as specified in tables. Proposals not attaining each of the minimum rated criteria scores shall be deemed NON COMPLIANT and shall not receive further consideration.

In order to prevent the fees being proposed from unduly influencing the rest of the technical evaluation, financial proposals are to be submitted in a separate sealed envelope that will be opened after the technical evaluation has been completed (with the exception of the oral evaluation if required).

Evaluation Summary Table

Section	Section Description	Points	Minimum Pass Mark (%)
2.2.1	Acceptance of Requirements	P/F	P
2.2.2	Nova Scotia 'Request for Proposal' (NSRFP) Form	P/F	P
2.2.3	Business Registration	P/F	P
2.2.4-2.2.5	Bidding Organization & Contract Management /	8	60
2.2.7.1-2.2.7.3	Experience and References	10	60
2.2.7.4	Corporate Internet Connections	40	70
2.2.7.5-2.2.7.6	Support, Performance & Problem Mgt	30	60
2.2.7.7-2.2.7.9	Security, Implementation & Risk Mgt	10	60
2.2.8	Added Value	1	60
2.2.9	Sustainability Component	1	60
1.3.2	Contract Negotiation	0	n/a
Total without Oral Evaluation		100	n/a
2.2.5	Oral Evaluation	10	70
Total with Oral Evaluation		110	n/a

Proponents requesting multiple, major changes to the proposed contract, risk having a negative value added to their overall score as described in Section 1.3.2. In instances where the optional Oral Evaluation is conducted, the final

score will be determined as a percentage of the maximum 110 points that are achieved.

3.3.2 Detailed Evaluation Weights

The detailed evaluation table with sub-category weights is contained in [Appendix B](#).

3.3.3 Evaluation of Financial Proposals

The evaluation of Financial Proposal relating to Corporate Internet Connections will be as follows:

For each Group of Connections, compliant bidders will be evaluated on the bandwidth increments (i.e. 900, 950, 1000, etc.) identified in the Financial Proposal. The compliant proponent who submits the lowest total evaluated price for bandwidth increment will receive full points. All other similarly qualified proponents will receive a rating calculated by dividing their bid price into the lowest bid price and multiplying by the maximum points allowable. For example:

Proponent	Price	Calculation	Points
A	\$100	lowest	100 (maximum)
B	\$150	$100/150 \times 100 =$	67
C	\$200	$100/200 \times 100 =$	50

The financial scores for each bandwidth increment will be added together to arrive at the financial score for a group of Connections.

3.3.4 Total Evaluation of Proposals

The Technical Evaluation will have an overall weighting of 20%, which will be combined with the Total Financial Score for each group of Connections, which has an 80% weighting. For example if a Proponent receives a 90 out of 100 on their Technical Evaluation, they will receive a weighted score of 18 (i.e. 90 multiplied by 20%), and if a Proponent receives a total of 80 out of a 100 on their Financial Proposal for Group #1, they will receive a weighted score of 64. The Total Evaluation Score for Proponent A for Group #1 will be 82 (18 + 64).

4 Bidding Instructions

To receive full consideration during the evaluation, proposals should be prepared and packaged, as outlined in sections 4.1 and 4.2. Important information about the official record of submission is provided in section 4.3. Further guidance on bid preparation is provided in [Appendix F](#).

4.1 Bid Elements

Each proponent's bid is comprised of a **Technical Proposal** and a **Financial Proposal**. These will be evaluated separately. This section provides specific instructions on the preparation and separate packaging of each of these Proposals.

In the discussion that follows, an 'unbound' element may be placed in a file folder and secured with an elastic band or 'alligator clip' to facilitate handling, if desired. The intent is to ensure that it remains as 'loose sheets' to ease making any photocopies that may be needed.

Also, any electronic elements are to be stored on a **virus-free** digital versatile disc (DVD) or compact disc (CD).

4.1.1 Technical Proposal

The Technical Proposal is comprised of the elements listed in the table below. These should be presented in your bid in the order listed. The table provides the reference section where each element is discussed, as well as how to prepare the required Original and Copies. Further details are provided in the Notes that follow the table:

Element & Sequence	For More Information	Original & Binding
1. Signed NSRFP Form	Appendix F	One; stapled.
2. Business Registration Profile and/or related plans	2.2.3	One; stapled if >1 page.

Place element #s 1-2 above **on top** of element #s 3-4 below:

Element & Sequence	For More Information	Original & Binding	Copies & Binding
3. Technical Proposal, including: - Signed Acceptance of Requirements - References - Résumés	2.0 and Note 1 2.2.1 2.2.7.1 and Note 2 2.2.7.3 and Note 2	One; <u>unbound</u> . See Note 3a.	6; <u>one unbound</u> . See Note 3b.
4. DVD or CD	Note 4.	-	<u>One</u> ; store in jewel case or protective sleeve.

Notes

- The Technical Proposal contains the response to section 2.2 and shall include a Table of Contents with page numbers. **The Technical Proposal shall be a maximum of 30 pages in length, excluding the References and Résumés.**
- Prepare the References and Résumés as follows:
 - Index page at the front.
 - Two or three proponent references
 - Résumés of proposed personnel
 - References to two projects/accounts for proposed key personnel
- Label the paper Original and Copies as follows:
 - Label the front of the Original at the top as **'Technical Original'**.
 - Label the front of each Copy at the top as **'Technical Copy <n> of 6'**, where '<n>' is a number from 1 to 6 inclusive.
- An electronic version is also required on **one virus-free DVD or CD**, as follows:
 - Prepare the electronic version as a Microsoft Word or Adobe Portable Document Format (PDF) file.
 - Name the file **'Technical Proposal – <company name>'** followed by the appropriate extension (.doc or .pdf). Replace '<company name>' with your company's name.
 - Label the disc as follows:
RFP 60141336 – Corporate Internet Access, February 2011
TECHNICAL PROPOSAL
<company name>.doc
Replace '<company name>' with your company's name.

4.1.2 Financial Proposal

The Financial Proposal is comprised of the elements listed in the table below. These should be presented in your proposal in the order listed. The table provides the reference section where each element is discussed, as well as how to prepare the required Original and Copies. Further details are provided in the Notes that follow the table:

Element & Sequence	For More Information	Original & Binding	Copies & Binding
1. Financial Response	2.3	One only; unbound. See Note 1a.	6; <u>one unbound</u> . See Note 1b.
2. DVD or CD	Note 2	-	2; store in jewel cases or protective sleeves.

Notes

1. Label the paper Original and Copies as follows:
 - a. Label the front of the Original at the top as **'Financial Original'**.
 - b. Label the front of each Copy at the top as **'Financial Copy <n> of 6'**,
where '<n>' is a number from 1 to 6 inclusive.
2. An electronic version is also required on **2 virus-free DVDs or CDs**, as follows:
 - a. Prepare the electronic version as a Microsoft Excel file.
 - b. Name the file **'Financial Proposal – <company name>'** followed by the appropriate extension (.xls). Replace '<company name>' with your company's name.
 - c. Label the 2 discs as follows:
**RFP 60141336 – Corporate Internet Access, February 2011
FINANCIAL PROPOSAL
<company name>.doc**
Replace '<company name>' with your company's name.

The next section provides information on how to package your bid.

4.2 Packaging Your Bid

Your complete bid will be comprised of **three major Packages** as outlined below, along with information on how to bundle and label them within your bid.

4.2.1 Package A – for use by Procurement Services

Package	Deliverable	Packaging & Labelling	Notes (see 4.2.3)
A	1 <i>Technical Original (unbound) including</i> - Signed NSRFP Form - Business Registration Profile &/or related plans - Technical Proposal 1 <i>Financial Original (unbound)</i>	<u>Sealed</u> envelope(s) or other packaging. Clearly labelled on outside as ‘A – Technical & Rates Originals’.	See Notes 1, 2 & 4.

4.2.2 Packages B and C – for use by Evaluation Team

Package	Deliverable	Packaging & Labelling	Notes (see 4.2.3)
B	- Technical Copy 1 of (unbound) - Technical Copies 2 to 6 of 6 (bound if desired) 1 Technical DVD or CD	Unsealed envelope(s) or other packaging. Clearly labelled on outside as ‘B – Technical Copies & Disc’.	See Notes 1 to 4.

C	• <i>Financial Copy 1 of 6 (unbound)</i> • <i>Financial Copies 2 to 6 of 6(bound if desired)</i> • <i>2 Financial DVDs or CDs</i>	<u>Sealed</u> envelope(s) or other packaging. <i>Clearly labelled on outside as ‘C – Financial Copies & Disc’.</i>	See Notes 1, 2 & 4.
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4.2.3 Package Notes

1. The envelope(s) or other packaging for all Packages (A, B and C) should also bear the **proponent’s name, telephone number and fax number** and the words ‘**Tender # 60141336**’ on the outside.
2. If more than one envelope or other packaging is needed for any Package (A, B, or C), clearly also label the outside with ‘**Part <n> of <p>**’, where ‘<n>’ is a sequential number (1,2,3) and ‘<p>’ is the total number of Parts that comprise the Package in question.
3. For Package B, binding (e.g.: 3-ring binders, Cerlox binding, etc.) and index dividers can be used for Technical Copies 2 to 6, if desired.
4. All Packages (A, B and C) are to be submitted to the Public Tenders Office.

4.3 Official Record of Submission

The Original and Copies should be identical (excluding any obvious differences in labelling, as noted). If discrepancies between these items are discovered during the evaluation or during the life of any contract that emerges from this RFP, **the Original retained by Procurement Services shall be taken as the correct version** and the proponent will be advised accordingly.

Appendices

Appendix A – Corporate Internet Access Financial Proposal

Please see spreadsheet (Excel file only) available for download at:

www.gov.ns.ca/tenders/general/60141336_CIAfinancial.xls

Appendix B - Corporate Internet Access Evaluation Weights

Section	Criteria	Priority	Total Priority
2.2.1	Acceptance of Requirements	P/F	P
2.2.3	Nova Scotia 'Request for Proposal' (NSRFP) Form	P/F	P
2.2.3	Business Registration	P/F	P
Bidding Organization & Contract Management			8.00%
2.2.4	Bidding Organization	2.00%	
2.2.5	Contract Management	6.00%	
Experience and References			10.00%
2.2.7.1	Experience and Reference Projects (1.5% each)	4.50%	
2.2.7.2	Proposed Organization & Resources	1.00%	
2.2.7.3	Key Resources	4.50%	
Corporate Internet Connections			40.00%
2.2.7.4-a	Path to an IXP	10.00%	
2.2.7.4-b	Bandwidth Guarantee	10.00%	
2.2.7.4-c	Peering with Major Suppliers	4.00%	
2.2.7.4-d	BGP Routing Experience	6.00%	
2.2.7.4-e	Commitment to Contingency Access	5.00%	
2.2.7.4-f	Vendor's redundancy	5.00%	
Support, Performance & Problem Management			30.00%
2.2.7.5	Support		
2.2.7.5-a	Modes of Support	1.00%	
2.2.7.5-b	Escalation Process	2.00%	
2.2.7.5-c	Service Level Management	2.00%	
2.2.7.5-d	Working with Network Management Vendor	3.00%	
2.2.7.5-e	Communications with Network Management	1.00%	
2.2.7.5-f	Adherence to PIIDPA	1.00%	
2.2.7.5-g	Maintenance Window	2.00%	
2.2.7.6	Performance and Problem Management		
2.2.7.6-a	Circuit Monitoring	5.00%	
2.2.7.6-b	Performance History	2.00%	
2.2.7.6-c	SNMP Polling	2.00%	
2.2.7.6-d	Problem Tracking Methodology	5.00%	
2.2.7.6-e	Certification Testing Processes	4.00%	
Security, Implementation & Risk Management			10.00%
2.2.7.7-a	Security	4.00%	
2.2.7.8-a	Transition Implementation	4.00%	
2.2.7.9-a	Risk Management	2.00%	
Added Value			1.00%
2.2.8	Realization of Additional Benefits	1.00%	
Sustainability Component			1.00%
2.2.9	Better for Economy, Enviro, and Communities	1.00%	
Total			100.00%
	Optional Oral Evaluation	10.00%	

Appendix C – General Form of Contract

APPENDIX C.1 – Corporate Internet Access Master Agreement

THIS AGREEMENT made as of the 1st day of XXXXXX, 2011

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA (the “Province”) as represented by the Minister of Information Management (the “Minister”)

OF THE FIRST PART

AND

Vendor, (the “Supplier”)

OF THE SECOND PART

WHEREAS the Province of Nova Scotia issued Request for Proposals No. 60XXXXXX (the “RFP”), seeking proposals to provide Corporate Internet Access;

AND WHEREAS the Supplier submitted a proposal dated XXXXX, 2011 in response to the RFP (the “Proposal”) stating that it was compliant in all respects with the requirements set out in the RFP;

AND WHEREAS the Supplier has been selected by the Minister to provide the Services as defined and described herein, subject to the parties entering into an agreement with respect thereto;

WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following terms have the meanings ascribed to them below unless otherwise stated:
 - a. “Agreement” means:
 - i. This Corporate Internet Access Master Agreement;
 - ii. Schedule “A”, Corporate Internet Access Services Offering;
 - iii. Schedule “B”, Corporate Internet Access Service Level Agreement;

- iv. Schedule “C”, Corporate Internet Access Pricing, Inventory and Location Schedule;
 - v. The RFP, attached hereto as Schedule “D”; and
 - vi. The Supplier’s Proposal, attached hereto as Schedule “E”.
-
- b. “Corporate Internet Access Inventory” or “Inventory” means the record of the Locations that are to be provided with Services by the Supplier for EDnet, and the PDN, under this Agreement and details regarding the particular Services being provided to each Location as described in Schedule “C” attached to and forming part of this Agreement;
 - c. “Corporate Internet Access Service Level Agreement” means the service level agreement for the Services to be provided by the Supplier for EDnet, and the PDN, attached to and forming part of this Agreement as Schedule “B”;
 - d. “Corporate Internet Access Services Offerings” means the Services to be provided by the Supplier for EDnet, and the PDN as described in Schedule “A” attached to and forming part of this Agreement;
 - e. "Education Data Network" or "EDnet" means the services, circuits and equipment managed by the Information Technology Services Division of the Nova Scotia Department of Education to provide wide area network data communications services to education and related organizations as approved by the Nova Scotia Department of Education, including School Boards and their schools, Regional Library Boards and their libraries, Université Sainte-Anne, Mi'kmaq schools, private schools, P3 schools, and community access program (CAP) sites, as identified in Schedule “C”, and any other education-related organizations to which the Services are extended by the Nova Scotia Department of Education during the Term or any extension thereof. Schedule “C” may be amended from time to time, at the sole discretion of the Minister, to include any additional education-related organizations to which the Services are extended by the Nova Scotia Department of Education;
 - f. “Effective Date” means XXX 1, 2011;
 - g. “Intellectual Property” means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of Canada including, without limitation, (a) all trade names, trademarks, service marks, logos, brand names and other identifiers; (b) copyrights, moral rights (including rights of attribution and rights of integrity); (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know how and other confidential or proprietary information, whether or not reduced to practice; (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (e) all goodwill associated therewith

and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above;

- h. “Location” means a physical site being or to be provided with Services under this Agreement and that is identified in Schedule “C” hereto. The parties confirm that Schedule “C” may be amended from time to time to reflect the deletion or addition of a Location, as the case may be, pursuant to the terms hereof;
- i. “Operations Managers” means the personnel identified in Article 5.1;
- j. “Project” means a temporary endeavor on the part of the Supplier, to enable it to fulfill its obligations or improve the Services provided to the Minister under this Agreement. All Projects shall have a specified start date and completion date and shall be carried out at no cost to the Minister, unless the Minister has otherwise agreed in writing;
- k. “Province” means a department, branch or office of the public service of Nova Scotia or part thereof, whether created by or under the *Public Service Act* R.S.N.S., c. 376 and a Government Reporting Entity as defined in the *Finance Act* (NS), S.N.S. 2010, c. 2, and any other entity identified by the Minister as receiving, or to receive Services under this Agreement;
- l. “Provincial Data Network” or “PDN” means the services, circuits and equipment managed by the Infrastructure Services Management (ISM) division of the Nova Scotia Chief Information Office to provide wide area network data communications services to the departments, agencies, and other affiliated organizations of the Government of Nova Scotia as identified in Schedule “C,” and such additional organizations to which the Services are extended by ISM during the Term or any extension thereof. Schedule “C” may be amended from time to time, at the sole discretion of the Minister, to include any additional organizations to which ISM extends the Services;
- m. “Provincial Network Management” means the respective Nova Scotia Government organizations responsible for managing EDnet, or the PDN, as applicable, being Education Information Technology Services as the managers of the EDnet, and ISM as the managers of the PDN, all as appropriate to the context;
- n. “Quantity” means the number of pieces of equipment, the number of units or lines, the number of minutes, or the amount of electronic data as the context requires;
- o. “Schedule” means Schedule “A”, “B”, “C”, “D” and “E” and any appendices or exhibits attached to or referred to as such in such Schedules;

- p. “Services” means the Services to be provided at the Locations by the Supplier for EDnet, and the PDN described in Schedule “A,” which carry the pricing set out in Schedule “C”;
 - q. “Schedule” means Schedule “A”, “B”, “C”, “D” and “E” and any appendices or exhibits attached or referred to in such Schedules;
- 1.2 Definitions used in this Corporate Internet Access Master Agreement also apply to the Schedules annexed hereto and *vice versa*.
- 1.3 Where a disagreement arises between the parties regarding the meaning of any word, term, or abbreviation not defined in this Corporate Internet Access Master Agreement or any Schedule, the meaning that is commonly used in the telecommunications industry shall apply. Where the Operations Managers cannot agree on such common meaning, the matter shall be resolved in the manner described in Article 5.
- 1.4 Where the context so requires, words in the singular include the plural and words in the plural include the singular.

2. SERVICES

- 2.1 Subject to any early termination of this Agreement, the Supplier shall, during the Term and any extension thereof, provide the Services for EDnet, and the PDN, as well as other obligations as described in Schedule “A” and all services, functions, responsibilities, and tasks that are inherent, necessary, or usually performed or provided as part of or incidental to the services set out in Schedule “A” or that are required for the proper performance of such services, as these services may be supplemented, enhanced, modified, or replaced during the term in accordance with the terms and conditions of this Agreement.
- 2.2 The Supplier shall provide and perform the Services under the direction and always to the reasonable satisfaction of the Minister.
- 2.3 The Supplier shall be responsible to ensure that this Agreement is in compliance with applicable regulatory requirements governing the operations of the Supplier and the provision of the Services being provided by the Supplier hereunder. The Supplier shall comply with all applicable federal, provincial and municipal laws, rules, regulations, policies and by-laws governing its operations and the performance of the Services and shall be solely responsible for obtaining and maintaining all licenses, permits and regulatory approvals it requires to provide the Services hereunder.
- 2.4 When anything is required to be done by the Minister pursuant to this Agreement, it may be done by anyone duly authorized to act on the Minister’s behalf.

- 2.5 The Supplier shall implement changes to the types, Quantities, Locations, or any other aspect of the Services being provided as may be directed by the Minister from time to time, subject to the pricing set out in Schedule "C".
- 2.6 Changes to the Services must be agreed to in writing by the Operations Managers and shall be implemented, at no cost to the Province by the Operations Managers to meet the normal operational requirements of the Province and following the management practices described in Article 5. The Supplier shall remove Services from a Location upon receipt of written direction from the Minister to do so. No further costs shall be incurred by the Minister for services at that location as of the effective date set out in the Minister's direction.
- 2.7 All records of the Services delivered by the Supplier under this Agreement shall be made available to the Minister, at no charge, in a mutually agreed format, subject to the Minister giving reasonable notice to the Supplier to deliver such records.
- 2.8 The Supplier shall use its best efforts to accommodate and not prevent or interfere with any interconnection or integration of services contracted by the Minister from other suppliers.

3. PAYMENT AND PRICE

- 3.1 The Minister shall pay the Supplier the fees for the Services in accordance with Schedule "C". Fees are exclusive of applicable taxes, payment of which are the responsibility of the Minister.
- 3.2 The Minister shall remit to the Supplier, within thirty (30) days of receipt of an invoice, the amount of any outstanding invoices due to the Supplier under Article 3.1 after presentation by the Supplier to the Minister, in each instance, of a statement, approved by the appropriate officer of the Minister, showing *inter alia*, that the Supplier performed the Services satisfactorily during the period of time in respect of which the amount is to be paid.
- 3.3 During the Term and any extension thereof, the Supplier shall maintain appropriate accounting records relating to the provision of Services under this Agreement. The Supplier shall make available to the Minister, once in each calendar year during the Term or any extension, upon reasonable notice, such accounting records for audit purposes as the Minister may reasonably require. The conduct of any audit carried out pursuant to this Article 3.3 shall be subject to the mutual agreement of the Minister and the Supplier, including the method and scope of the audit, and the Minister's compliance with the Supplier's reasonable security and confidentiality procedures.

- 3.4 When directed by the Minister, with respect to entities receiving Services pursuant to this Agreement, the Supplier shall invoice such entities separately.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall commence on XXXX 1, 2011 and terminate on XXXX, 2012 (the "Term") unless otherwise terminated or extended pursuant to the terms set out herein.
- 4.2 Either party shall have the right to terminate this Agreement immediately for cause if the other party defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, and such default is not remedied within thirty (30) days (or ten (10) days in the case of payment obligations) after written notice of such default from the non-defaulting party. If the default is not remedied within such period, the non-defaulting party shall have the right (i) to terminate this Agreement by giving written notice to the defaulting party and/or (ii) to avail itself of any and all other rights and remedies to which it may be entitled by law or equity.
- 4.3 The occurrence of any of the following events shall also be an event of default under this Agreement and entitle the Minister, at the Minister's sole discretion, to terminate the Agreement for cause, upon giving the Supplier five (5) days written notice:
- a) any representation or warranty made by the Supplier herein is untrue or incorrect;
 - b) a change occurs with respect to the business or operations of the Supplier, which in the opinion of the Minister, acting reasonably, after having met with and consulted senior officials of the Supplier, materially adversely affects the ability of the Supplier to fulfill its obligations under this Agreement;
 - c) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Supplier;
 - d) the Supplier becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - e) a bankruptcy petition is filed or presented against or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Supplier; or
 - f) a receiver or receiver manager is appointed for any property of the Supplier.
- 4.5 Neither the expiration of this Agreement nor the termination of this Agreement by either party, with or without cause, shall relieve or be deemed to relieve the Supplier or the Minister, as applicable, from their respective obligations, duties or liabilities

contained in this Agreement that by their nature are intended to survive termination, including but not restricted to those set forth in Articles 7, 8, 9, 11, and 12 hereof.

- 4.6 Notwithstanding the termination of this Agreement for any reason, or the expiry of the Term (or any extension thereof), the Supplier agrees to continue to provide all or a portion of the Services as may be requested by the Minister, for an additional period of up to three (3) months following such termination or expiration, at the prices that were in effect hereunder at the time of termination or expiry, for the Services (or portion thereof) that the Minister has requested the Supplier to continue to provide.
- 4.7 The Term may be extended for an additional period of up to one (1) year, on the same terms and conditions set out herein (except as to pricing and the renewal extension set out in this Article), subject to the parties agreeing in writing as to the length of any such extension on or before XXX 31, 2012.
- 4.8 The Supplier covenants that in the event of the termination of this Agreement or upon the expiry of the Term, or any extension thereof, it shall use reasonable efforts to cooperate with the Minister in respect of any matters incidental to the orderly transition of the Services to another carrier.

5 MANAGEMENT

- 5.1 Management of all matters regarding day to day operations pursuant to this Agreement shall be the responsibility of the Operations Managers, namely:

for the Minister:
The Manager Network Operations,
Infrastructure Services Management Division,
Chief Information Office

for the Supplier:

- 5.2 The Operations Managers shall meet as often as required to manage delivery of the Services by the Supplier.
- 5.3 The responsibilities of the Operations Managers shall include:
- (i) Day to day management of Service levels so that the Services delivered meet the specifications contained in Schedule "B";
 - (ii) Management of additions, modifications, and deletions to meet the normal operational requirements of the Province. This shall include changes to the actual Services in the field and ensuring that records are current and accurate;

- (iii) The control and implementation of any Projects identified in this Agreement under the conditions described in Article 6;
- (iv) Identifying any conflicts within this Corporate Internet Access Master Agreement, or within or among any Schedules or between any Schedule and this Corporate Internet Access Master Agreement to the Director Service Management, ISM and the Supplier Account Team and recommending resolutions to them;
- (v) Proposing any changes to Schedules “A”, “B”, or “C” to the Director Service Management, ISM and the Supplier Account Team Lead for approval. All proposed changes to the Schedules shall include:
 - i. determination of the impact on all other Schedules;
 - ii. determination of the effective date for implementation of any change;
- (vi) On a quarterly basis, the Operations Managers shall report, in summary, all changes to the Services, and also report any other significant operational matters to the Director Service Management, ISM and the Supplier Account Team Lead.

5.4 Where any matter cannot be resolved by the Operations Managers, it shall be initially referred for resolution to both the Director Service Management, Chief Information Office for the Minister and to the Account Team Lead for the Supplier.

5.5 Where any matter cannot be resolved by the parties referred to in Article 5.4, it shall be referred to the Executive Director Infrastructure Services Management and the Supplier’s Sales Manager for resolution. In the event that they are unable to resolve the matter, it shall then be referred to the Chief Information Officer for the Province and to a Senior Vice President of the Supplier for resolution. Nothing in Article 5.4 or this Article 5.5 shall preclude either party from pursuing any right or remedy available to them at law or in equity.

6 PROJECTS TO BE DELIVERED

6.1 Should a Project be necessary to fulfill any part of this Agreement, or to resolve an issue pursuant to this Agreement, or to effect any approved change to this Agreement, the Supplier shall use Project management practices suitable to the Project being addressed, and as agreed to in writing by the Minister. All Projects shall be subject to the execution of an agreed statement of work which shall form part of this Agreement.

6.2 The Supplier’s Project management practices shall include:

- (i) A Project plan and schedule of work presented to the Minister for approval prior to the commencement of any work on the Project that includes all

- design, specification and implementation phases of the Project, and indicates the start of work date, progress reporting dates and completion dates;
- (ii) When the Project is mutually agreed to be for an additional chargeable function, a budget shall be prepared for the Project, showing the costs to be incurred by the Minister, and the budget shall be presented to the Minister for approval prior to the commencement of any work on the Project;
 - (iii) Tasks within the Project plan to address the impact of the Project on this Agreement and all Schedules;
 - (iv) The assignment by the Supplier of a Project manager responsible for the Project and reporting to one, or both, of the Operations Managers;
 - (v) The provision of persons suitably qualified to perform the Project work on behalf of the Supplier;
 - (vi) Safe and secure work practices as appropriate to the Project;
 - (vii) Regular and timely reports to the Operations Managers on the progress of the Project; and
 - (viii) The provision to users of training suitable to enable them to make effective use of the results of the Project.

6.3 The Supplier shall complete all Projects by the dates indicated in each statement of work, subject to any delays attributable to the Minister or due to events beyond the reasonable control of the Supplier, in which case the implementation plan for a Project will be delayed for the entire duration of such delay.

7 COPIES

7.1 Subject to Article 9, in the event of termination of this Agreement or the expiry of the Term (or any extension thereof), the Supplier shall, within thirty (30) days thereafter, or such later date as may be agreed to in writing by the Minister, deliver to the Minister all materials belonging to the Minister, including, but not restricted to all research, reports, papers, tapes, slides, films, photographs, audio-visual material, and all input data, including such records as equipment orders, or other information submitted to the Supplier in the performance of this Agreement, whether in draft or completed form.

8 CONFIDENTIALITY

8.1 The Minister shall, except as required by law or an order of a court of competent jurisdiction, keep private, treat as being confidential, and not make public or divulge during the Term, or at any time thereafter, any Supplier information or material provided to the Minister that is identified by the Supplier as confidential information or would be considered confidential by a party exercising reasonable business judgment, to which the Minister or the Minister's employees become privy as a result of this Agreement, without having first obtained the Supplier's consent thereto in

- writing. Such information shall be provided strictly and solely to those people who are assigned to manage the performance of the Services by the Supplier.
- 8.2 Notwithstanding Article 8.1, if a request for disclosure is made by any person pursuant to the *Freedom of Information and Protection of Privacy Act*, SNS 1993,c.5, the Minister shall give notice to the Supplier and shall provide, at the Supplier's sole cost and expense, reasonable cooperation to the Supplier with respect to the taking of proceedings or the making of representations by the Supplier to prevent disclosure of any confidential information of the Supplier
- 8.3 The Supplier acknowledges and confirms that all information provided to it by the Minister that is identified by the Minister as confidential information or would be considered confidential by a party exercising reasonable business judgment, to which Supplier has access as a result of providing the Services hereunder is confidential information and, such information shall not, during the Term or at any time thereafter, be disclosed to any third parties (other than to employees, contractors, affiliates or agents of the Supplier, who are directly involved in the performance of the Supplier's obligations under this Agreement and have a need to know the information), except with the prior written consent of the Minister, or as required by law or an order of a court of competent jurisdiction, or as otherwise permitted under this Agreement.
- 8.4 The Supplier acknowledges that in the course of providing Services under this Agreement, it will store and have access to the names and contact information of the Minister and certain other Province of Nova Scotia employees (collectively "PNS Personal Information,") and that PNS Personal Information is "personal information" as defined in the Personal Information International Disclosure Protection Act, SNS 2006 c. 6 ("PIIDPA"). Accordingly, the Supplier acknowledges and confirms that with respect to PNS Personal Information, the Supplier is a "service provider" as defined in PIIDPA, has read and understands its obligations as a service provider thereunder, and is bound by the obligations imposed on it by PIIDPA. It is a condition precedent to the Minister entering into this Agreement with the Supplier that the Supplier undertakes, covenants and agrees to comply with the obligations imposed on it as a service provider under PIIDPA.
- 8.5 The Supplier shall, in accordance with Section 6 of PIIDPA, immediately notify both the Minister and Attorney General of Nova Scotia (c/o Deputy Minister of Justice, 5151 Terminal Road, Suite 400, P.O. Box 7, Halifax, NS B3J 2L6) of any "foreign demand for disclosure", within the meaning of PIIDPA, that is received by the Supplier, or that the Supplier becomes otherwise aware of, and of any other circumstance reflected in Section 6(1) of PIIDPA.
- 8.6 (a) The Supplier shall take reasonable security measures to protect PNS Personal Information that it collects or uses in the performance of its obligations under this Agreement. In addition, the Supplier shall include in its standard contracting

documentation with its service providers and suppliers (“Vendor Supplier”) who have access to personal information of Supplier’s customers (“Customer Information”) outside of Canada (which for certainty, includes PNS Personal Information), the privacy and security obligations and restrictions outlined in paragraphs (i) to (v) below (“Security Requirements”):

- (i) Compliance with:
 - a. Supplier’s policies, including confidentiality, privacy and security policies; and
 - b. privacy legislation, including legislation applicable to the Supplier, its customers and the Vendor Supplier, and its affiliates, and any legislation relating to data protection and any right of personal privacy under the law of the jurisdiction in which the Vendor Supplier is located;
- (ii) Access and use of Customer Information is permitted solely for the purpose of providing services to the Supplier and for no other purpose, and in compliance with all applicable privacy legislation, and the instructions of the Supplier;
- (iii) Delegation or subcontracting by the Vendor Supplier to any subcontractor of any of the Vendor Supplier’s material obligations to the Supplier requires the Supplier’s prior written consent;
- (iv) The Vendor Supplier must provide prompt assistance to the Supplier in responding to any customer requests for access to Customer Information or to any customer complaints or investigations by privacy authorities; and
- (v) The Vendor Supplier must notify Supplier of any subpoena, warrant, order, demand or request, including any national security letter (a “Request”) made by a court, authority, or other person with power to issue or make such Request for the disclosure of Customer Information.

(b) In addition to the Security Requirements outlined in paragraphs (i) to (v) of Article 9.8(a) above, the Supplier’s databases in which Customer Information is stored shall be configured in a manner that allows the Supplier to control access to the databases, including the ability to restrict or deny access to the databases by Vendor Suppliers at any point in time.

- 8.7 The Minister shall be entitled, upon giving a minimum ten (10) business days prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit to confirm the Security

Requirements. Any audit conducted pursuant to this Article shall be subject to the mutual agreement of the Minister and the Supplier, including the method and scope of the audit, and the Minister's compliance with the Supplier's reasonable security and confidentiality procedures. All audits conducted pursuant to this Article shall be at the sole cost and expense of the Minister

- 8.8 All PNS Personal Information that the Supplier obtains or becomes aware of while providing Services to the Minister is not and shall not be, or be deemed to be, the property of the Supplier, and the Supplier expressly confirms that it will not, either directly or indirectly, acquire any rights to use or own any such personal information except the right to use it for the sole purpose of fulfilling its obligations.
- 8.9 The Supplier shall comply with the security requirements described in Schedule "A".

9 RIGHTS IN DATA

- 9.1 All Intellectual Property that was owned by either party prior to the Effective Date is and shall at all times remain the property of such party. No rights, title or ownership interest of any kind whatsoever in either party's pre-existing Intellectual Property shall pass to the other party under this Agreement.
- a. Ownership of Intellectual Property Rights Created After the Effective Date
- (i) Independently Developed. Unless otherwise agreed in writing, each party shall own all right, title and interest in and to any Intellectual Property it independently develops after the Effective Date without the involvement of the other party, provided that such Intellectual Property does not infringe upon the other party's rights in Intellectual Property. Unless otherwise agreed in writing by the parties, if one party creates any modifications, improvements, enhancements or derivative works in respect of any Intellectual Property of the other party, ownership of such modifications, improvements, enhancements or derivative works shall vest in the party owning the underlying Intellectual Property, and the party creating such modifications, improvements, enhancements or derivative works shall have a license to use such modifications, improvements, enhancements or derivative works solely for purposes of performing its obligations or exercising its rights under this Agreement.
- (ii) Jointly Developed. Unless otherwise agreed in writing, all Intellectual Property in any jointly created work will be jointly owned by both parties and each party will be free to exploit such jointly created work without accounting to the other party, provided however, that to the extent such jointly developed work constitutes a derivative work of the other party,

ownership of such jointly developed work shall vest solely in the party owning the underlying Intellectual Property.

(iii) Nothing in this Agreement shall be construed to restrict or in any way limit either party's right to use any general techniques or skills of computer programming and design, or any ideas, concepts, technology, algorithms, design features, information or know-how relating to methods or processes of general application to its business which may become known to either party in the course of performing this Agreement.

10 INDEPENDENT CONTRACTOR

10.1 It is understood and agreed that this Agreement is a contract for the performance of the Services and that the Supplier is engaged as an independent contractor and is not and shall not hold itself out as an employee, servant or agent of the Minister.

11 LIMITATION OF LIABILITY

11.1 Except for (a) liability for death or personal injury arising from the negligence of a party, (b) liability for gross negligence or willful misconduct by a party, (c) liability for breach of the confidentiality obligations set out in Article 8 of this Agreement, (d) Minister's payment obligations and (e) Supplier's liability pursuant to Article 12 hereof, the aggregate liability of either party to the other party under this Agreement will not exceed the lesser of the amounts paid by the Minister under this Agreement during the previous one month period before the event giving rise to the damages, or \$45,000.00.

11.2 Neither party will be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, including, but not limited to lost profits, lost revenue, lost data, replacement goods, or interruption of use of the Services, whether in contract, tort, negligence or otherwise, even if such party had been advised of the possibility thereof.

11.3 In no event shall the Minister be liable for any claim by any sub-supplier or sub-contractor, employee, agent or representative of the Supplier, regardless of how caused.

12 INDEMNITY

12.1 The Supplier agrees that at all times to indemnify and save harmless the Minister, from and against all claims, demands, losses, costs, damages, actions, suits or other

proceedings or any kind based upon injury, including death, to any person, or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Supplier, its servants or agents in carrying out this Agreement.

12.2 The Supplier shall, at its sole cost and expense, defend and/or settle all third party claims, suits or actions against the Minister alleging that the Services or use of the Services as provided hereunder infringe such third party's Canadian copyright, trade secret or other intellectual property right (in each case, an "Infringement Claim") provided that:

- (i) the Minister promptly notifies the Supplier in writing of any such Infringement Claim;
- (ii) the Supplier is given the right to control and direct the investigation, preparation, defence, and settlement of the Infringement Claim; and
- (iii) the Minister provides reasonable assistance and cooperation to the Supplier in connection with the defence and settlement of the Infringement Claim at the Supplier's cost and expense, including reasonable legal fees and expenses that may be incurred by the Minister directly related to such assistance or cooperation;

except to the extent that the Infringement Claim arises out of any of the following:

- (i) a modification to the Services, or a combination of the Services with services or products not provided by Supplier, unless such modification or combination was made at the direction of, or authorized or recommended by Supplier in writing, or is necessary to use the Services in accordance with their specifications and the terms of this Agreement;
- (ii) Supplier's adherence to the Minister's written requirements;
- (iii) The use of the Services in breach of the terms of this Agreement; or
- (iv) Material or content transmitted or recorded by the Minister or any end user over the Supplier's network and facilities.

12.3 The Supplier agrees to pay all final awards of damages, including without limitation, special, indirect, exemplary, punitive or consequential damages, assessed against the Minister and awarded by a court of competent jurisdiction, arbitrator or any other third party with jurisdiction over the Infringement Claim or any settlement amount agreed to by the Supplier, including any awarded costs and legal fees. The Supplier shall not be responsible for any settlement it does not approve in writing. For the purposes of Article 11 all damages awarded to a third party or agreed to in settlement of an Infringement Claim pursuant to this Article 12 shall be considered direct damages and not indirect damages.

12.4 In addition to the above, should the Services become, or in the Supplier's opinion be likely to become the subject of an Infringement Claim, the Supplier may, at its election:

- i. obtain for the Minister the right to continue using the Services, on the terms and conditions set out in this Agreement at no additional charge; or
- ii. modify or substitute the infringing portion of the Services with services that comply with the terms and conditions of this Agreement, at no additional charge.

12.5 In the event that in connection with an Infringement Claim, an injunction is issued preventing the use of the Services by the Minister as authorized hereunder, and the Supplier is unable to effect either i) or ii) of Article 12.3, the Supplier shall promptly notify the Minister of such inability and within five (5) days of receipt of such notice, the Minister may, at the Minister's sole discretion, immediately terminate this Agreement upon giving written notice to the Supplier.

12.6 The foregoing states the entire liability of the Supplier and the exclusive remedy of the Minister for any Infringement Claim as described in this Article 12.

13 PERFORMANCE

13.1 The Supplier shall faithfully, honestly, and diligently provide the Services to the Minister during the Term, and any extension thereof.

13.2 It is understood that the Supplier shall provide office space equipped with such furniture, together with such staff and other Services and equipment as may be necessary for the carrying out of the Services under this Agreement. The Minister may provide, at the Minister's discretion, and for such time period as the Minister deems appropriate, office space and facilities to the Supplier as may be necessary for the carrying out of all or part of the Services under this Agreement.

13.3 The Minister reserves the right to require the Supplier to replace any assigned individual described in the Proposal or assigned to a Project (or their designate), who is found to be unsuitable in the Minister's sole discretion.

13.4 Changes in Supplier personnel made pursuant to Article 13.3 shall be approved by the Minister. In the event that any personnel assigned by the Supplier to provide the Services are to be replaced, the Supplier will put into effect an action plan that must be mutually agreed upon by the Minister and the Supplier. This action plan shall involve a joint meeting with the Minister to determine the Service level requirements and appropriate skill-sets and qualities that best meet the needs of the Minister and then seek approval as to the replacement personnel. Such approval shall not be unreasonably withheld.

14 FORCE MAJEURE

14.1 The Supplier shall not be liable for failure to provide the Services if such failure is due to causes beyond its reasonable control and occurs without the fault or negligence of the Supplier, including, without limitation: fire, explosion, power failure, acts of God, epidemic, war, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts(in each case an “Event of Force Majeure”). The Supplier shall use commercially reasonable efforts to expeditiously remove such causes of non-performance and shall provide written notice to the Minister of the existence of such a failure, its causes and the expected time to recover as soon as is reasonably practicable. Notwithstanding the foregoing, the Supplier acknowledges that the provision of the Services hereunder are critical to the operations of the Government of Nova Scotia and if an Event of Force Majeure continues for more than three (3) business days, and as a result thereof the Supplier is unable to provide the Services in accordance with all requirements hereunder, the Minister shall have the right to terminate this Agreement without any further liability, upon giving the Supplier three (3) days written notice of termination.

15 ASSIGNMENT

15.1 The Supplier shall not assign this Agreement, or any part of this Agreement, without the prior written permission of the Minister, which permission shall not be unreasonably withheld. Any assignment in contravention of this Section 15.1 will be null and void as *ab initio*. Subject to all other provisions herein contained, this Agreement will be binding on the parties and their successors and permitted assigns. Notwithstanding the foregoing, the Supplier will remain liable for the performance of the assigned or delegated obligations hereunder.

16 NOTICES

16.1 Except as otherwise provided in this Agreement, all notices shall be in writing and deemed to be duly given upon delivery, if delivered by hand; upon receipt of the transmission, if sent by facsimile transmission, or three (3) days after posting if sent by registered mail, receipt requested; to a party at the address set forth below or to such other address as designated by a party by notice pursuant hereto:

- a. to the Minister
Deputy Minister
Treasury and Policy Board
Province of Nova Scotia
1700 Granville St.

Halifax, NS B3J 2Y3

b. to the Supplier

16.2 Either party may change its addressee or address for notice by giving the other party prior written notice thereof in accordance with the foregoing and advising of the date that such change becomes effective.

17 TIME SHALL BE OF THE ESSENCE

17.1 Subject to Article 14, time shall be of the essence of this Agreement, provided that the Supplier's time for completing any of the Services or the performance by the Minister of any obligations of the Minister hereunder that have been or are likely to be delayed by reason of Force Majeure may be extended at the sole discretion of the other party, if the other terms of this Agreement are satisfied.

18 ENTIRE AGREEMENT

18.1 This Agreement and the Schedules attached hereto or referred to herein constitute the entire Agreement between the parties with respect to the subject matter hereof.

18.2 No representation or statement not expressly contained herein shall be binding upon either party.

18.3 The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect the interpretation of the Agreement.

19 GOVERNING LAWS

19.1 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Nova Scotia and the applicable laws of Canada therein.

20 CONSENT TO BREACH NOT WAIVER

20.1 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any waiver or consent by a party to a breach by the other, whether express or implied, shall not constitute consent to or a waiver of any subsequent breach of a term or provision or a continuation of the same breach unless expressly stated.

21 PARTIAL INVALIDITY

21.1 If any term or provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be severed and deemed removed and the remainder of this Agreement shall remain in full force and effect.

22 DEFINITION OF SUPPLIER

22.1 References to the Supplier shall include employees, servants and agents of the Supplier, independent contractors to the Supplier and employees, servants, agents and independent contractors of permitted assignees of the Supplier.

23 SECURITY AND PRIVACY

23.1 The Supplier shall comply with all security and privacy procedures and policies of the Minister in place on the Effective Date that are provided to the Supplier and shall comply with the security requirements described in Schedule "A". In the event that any of the Minister's security and privacy procedures and policies change, and those changes are provided to the Supplier, the Supplier shall use reasonable efforts to comply with such changes. The Supplier shall inform the Minister of any such changes that the Supplier is unable to implement.

24 AUTHORITY

24.1 The signatories to this Agreement hereby warrant that they have the power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized to execute it.

25 OFFERS OF EMPLOYMENT

25.1 Each party to this Agreement, throughout the Term and for a period of six (6) months thereafter, hereby undertakes that without the prior written approval of the other party, it shall not knowingly induce any employee(s) of the other party directly involved in the administration of this Agreement to terminate his or her employment with that party.

26. CORPORATE MATTERS

26.1 The Supplier confirms, represents and warrants to the Minister that:
a. it is registered to do business in the Province of Nova Scotia;

- b. all requisite corporate action has been taken to authorize the transaction and the performance by the Supplier of the Services in accordance with the requirements set out herein;
- c. upon execution of the Agreement by the Supplier, it shall constitute a legal, valid and binding obligation of the Supplier, enforceable against it in accordance with its terms.

27. ORDER OF PRECEDENCE

27.1 In the event of any conflict or inconsistency between the terms of this Corporate Internet Access Master Agreement and any Schedule, the order of precedence shall be in the following sequence:

This Corporate Internet Access Master Agreement;
Schedule "A" Corporate Internet Access Services Offering;
Schedule "B" Corporate Internet Access Service Level Agreement;
Schedule "C" Corporate Internet Access Pricing, Inventory and Location Schedule;
Schedule "D" RFP; and
Schedule "E" the Supplier's Proposal

28. AMENDMENTS

28.1 Except as otherwise provided herein, any amendments to this Agreement shall have no force or effect unless in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF the Minister and the Supplier have caused this Agreement to be executed as of the date first above written.

**Her Majesty the Queen in Right of
the Province of Nova Scotia as
represented by the Minister of
Information Management**

Supplier

Signed: _____

Signed: _____

Date: _____

Date: _____

APPENDIX C.2 – Schedule “A” Corporate Internet Access Services Offering

Schedule “A” Corporate Internet Access Services Offering

1. CORPORATE INTERNET ACCESS SERVICES

- 1.1 The Supplier shall provide corporate internet access to each of the Province's Locations identified in Schedule "C", at the rates, bandwidth amounts, and Service levels set out in Schedule "C".

2. CORPORATE INTERNET CONNECTIONS

- 2.1 The Supplier shall provide corporate internet access to all of the Locations identified in Schedule "C". Corporate internet access provided to each Location will be at the bandwidth amount listed under the bandwidth column in Schedule "C".
- 2.2 Bandwidth costs in Schedule "C" include all circuit costs and circuit terminating equipment required to provide Service (i.e. transceivers, etc.). Circuit terminating equipment is defined as the demarcation device which is required to provide Service, but does not include any equipment owned by the Government of Nova Scotia. Equipment owned by the Government of Nova Scotia will be managed by either the Minister or the Minister's Network Manager.
- 2.3 The Supplier guarantees bandwidth to all Locations identified in Schedule "C" and shall ensure that the full throughput of the bandwidth acquired for each Location is in fact received at each such Location.
- 2.4 For the PDN, the Supplier must provide access to the total bandwidth acquired to either Location. The access between the two Locations shall not exceed the total bandwidth acquired for PDN. The Minister shall be solely responsible for determining how bandwidth will be utilized between the two Locations.
- 2.5 The Supplier shall provide maintenance and support of circuits and circuit terminating equipment required to provide Service, at the Service levels described in Schedule "B";
- 2.6 The Supplier shall provide access to a non filtered news server feed, and have the ability to include requested groups whenever possible. All costs associated with a news server feed are included in the costs set out in Schedule "C".
- 2.7 The Supplier shall support BGP Version 4 peering and provide a full routing table.
- 2.8 The Supplier shall not filter or throttle any protocols traversing the circuits or the circuit.

3. NETWORK MANAGEMENT

- 3.1 The Supplier shall work cooperatively with the Minister's selected Network Manager to ensure the effective provisioning of corporate internet access pursuant to the terms of this Agreement.

4. SUPPORT REQUIREMENTS

- 4.1 The Supplier shall proactively monitor, manage, maintain, and support all circuits required to provide the Service.
- 4.2 The Supplier shall notify the Minister's Network Manager supplier and the applicable Provincial Network Management organization, of any planned changes to the Supplier's internal network which may have any effect on the Services being provided to that Provincial Network Management Organization hereunder, at least five (5) business days in advance of the planned change and shall make reasonable efforts to minimize adverse impact on the Services.
- 4.3 Maintenance shall be performed during a mutually agreed scheduled maintenance window. The maintenance window may only be changed through mutual agreement between the applicable Provincial Network Management Organization and the Supplier.
- 4.4 The Supplier shall only accept requests for changes to the Services from approved support contacts with the Network Manager or the Provincial Network Management Organizations, for their respective Locations. The Supplier shall be provided with a listing of approved support contacts, for the Network Manager and the Provincial Network Management Organizations, from time to time.

5. DATA NETWORKS SECURITY

- 5.1 Subject to the agreement on costs, as described below, the Supplier shall comply with the Government of Nova Scotia's Wide Area Network Security Policy & Standards (the "Policy & Standards") as amended from time to time. The Minister agrees to notify the Supplier in writing of any such amendments and provide the Supplier reasonable time to implement the amendments. If there are any costs associated with implementing any amendments, the Minister and the Supplier, acting reasonably, will negotiate the amount of such costs. The Policy & Standards have been put in place specifically for the PDN but also form the basis for the security requirements for EDnet.

- 5.2 The Supplier shall ensure that all network access points (physical and electronic) required to provide the Services are secure and meet the access standards established in the Policy & Standards.
- 5.3 The Supplier shall provide a security liaison who shall be available on a 24/7 basis to react immediately in the event of security issues or security breaches.
- 5.4 The Supplier agrees that any of its employees who have physical or electronic access to the PDN are required to comply with the Wide Area Network Policy & Standards.
- 5.5 The Supplier agrees to provide bondable personnel for the performance of work on secure equipment or at any of the locations as required and when requested by the applicable Provincial Network Management Organization.

6. DATA NETWORKS BILLING ADMINISTRATION

- 6.1 The Supplier shall submit a monthly invoice for the previous month's charges to the appropriate Provincial Network Management Organization within ten (10) days following the end of each month.
- 6.2 The Supplier, or the applicable Provincial Network Management Organization, shall each have three (3) months from the date an invoice is received by the applicable Provincial Network Management Organization to bring any billing error to the other party's attention so that a credit or debit, as the case may be, can be applied to the Minister's account. The debit or credit will be applied to the invoice submitted by the Supplier in the month following the month in which the error was brought to the other party's attention. Neither party shall receive a credit or be debited for billing errors except as set out in this Article 6.2.

APPENDIX C.3 - Schedule “B” Corporate Internet Access Service Level Agreement

Schedule “B” Corporate Internet Access Service Level Agreement

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1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Schedule “B”, all terms used but not defined herein shall have the meanings ascribed to them in the Corporate Internet Access Master Agreement.

2. SCOPE

- 2.1 This Service level agreement (“SLA”) details how the Services to be provided pursuant to the Agreement will be measured and used for performance reporting purposes. The SLA sets out the agreed upon level of Service to be provided by the Supplier at a given point in time.

3. SERVICE LEVEL REQUIREMENTS

- 3.1 The Service level requirements contained in this SLA are the Service parameters which the Supplier will be provided as follows:
- a. For service performance requirements see Appendix “A” of this SLA;
 - b. For service restoration requirements see Appendix “A” of this SLA; and
 - c. For service management requirements see Appendix “B” of this SLA.
- 3.2 This SLA will not relieve the Supplier of its responsibilities for providing the Services. The Minister retains, all of its rights under the Agreement should it believe that the Supplier has failed to meet the requirements of the Agreement.

4. MONITORING

- 4.1 Service impacting network elements shall be monitored by the Supplier on a 7/24 basis. The Service level requirements for individual Locations is set out in Schedule “C”.

5. SINGLE POINT OF CONTACT

- 5.1 The Supplier shall provide a single point of contact (“SPOC”) for all faults and troubles experienced as a result of the use of the Services. This SPOC will be the Supplier’s Network Operations Centre as described in Appendix “E” of this SLA. For details regarding the Service restoration process, see Appendix “A” of this SLA.

6. MAINTENANCE & OUTAGES

- 6.1 The Supplier shall perform regularly scheduled maintenance in accordance with Appendix “D” of this SLA.
- 6.2 The Supplier shall have the option of exercising maintenance windows for upkeep

of the operations base. In the event of Service affecting maintenance, the Supplier shall inform the appropriate Provincial Network Management Organization by email at least five (5) days in advance of the proposed Service affecting maintenance. The effected Provincial Network Manager will provide the Supplier with such information and access as may be reasonably required to perform such maintenance.

7. FAULT AND TROUBLE MANAGEMENT

- 7.1 All Service troubles and Service degradation are to be reported to the Supplier's Network Operations Centre as noted in Appendix "E" of this SLA. The Supplier will escalate all troubles which are not resolved in a timely manner in accordance with internal Supplier escalation procedures. The Supplier shall provide the applicable Provincial Network Management Organization and the Network Manager with regular status report for all significant service affecting problems.
- 7.2 A trouble may be escalated in accordance with the escalation matrix at Appendix "E" of this SLA at the Minister's discretion.

8. REPORTS

- 8.1 The Supplier shall provide the Provincial Network Management Organizations with scheduled reports of Service performance. A list of the agreed Service levels is contained in Appendix "A" of this SLA. A list of the reports on the results related to these Service levels is contained in Appendix "C" of this SLA.

9. RESPONSIBILITIES OF THE MINISTER

- 9.1 The Minister will be responsible for all functions as outlined in Appendix "F" of this SLA.

10. COVERAGE

- 10.1 Service coverage shall be provided on a 7/24 basis.

11. PHYSICAL SECURITY OF ON SITE EQUIPMENT

- 11.1 The Minister shall ensure that physical access to onsite telecommunications equipment rooms, wiring closets, are limited to authorized personnel.

12. COMMUNICATIONS

- 12.1 The Services will be provided to two (2) major Government of Nova Scotia networks: EDnet, and the PDN. Although daily operational matters arising in the context of any single network will not necessarily receive consultation/input from those managing the other network, the Supplier and the Minister will work together to ensure that decisions affecting one network do not adversely impact the other network. Any potential negative impact to the services will involve all Provincial Network Management Organizations concerned in the decision making. The Supplier's service manager(s), (the "Service Manager" as identified in Appendix "E" of this Schedule "B") will meet with the Province's Operations Manager of PDN, or EDnet as required. The Supplier's Service Manager may also be required to meet with the Network Manager to resolve performance issues or problems with the Service being provided to PDN and EDnet.

13. THIRD PARTY RESPONSIBILITIES

- 13.1 The Minister is solely responsible for managing the Supplier relationship with the Network Manager. The Supplier will report problems to the Network Manager and all third party agencies authorized by the Minister. The Supplier shall cooperate with any third party agency that has been retained by the Province, but the Supplier is not responsible for the performance of any third party other than its own third party subcontractors.

14. SERVICE LEVEL ISSUE RESOLUTION

- 14.1 Service levels below any thresholds set out in Appendix "A" will be addressed by Supplier's Service Manager. If Service levels fall below any thresholds set out in Appendix "A", Service level remedies can be invoked at the Minister's discretion as described in Appendix "A". These remedies can be invoked by the Minister if the Supplier is not making reasonable and appropriate efforts to resolve Service level issues or problems to the reasonable satisfaction of the Minister.

15. COMPLIANCE

- 15.1 The Minister and the Supplier will, as applicable, comply with:
- a. All applicable legislation governing their respective obligations under this Agreement;
 - b. Instructions or guidelines issued by regulatory authorities, relevant licenses and any other codes of practice which apply to the Minister (and with respect to which the Minister is notified by the Supplier) or to the Supplier and which relate to the provision of the Services.

Appendix “A”: Service REQUIREMENTS, LEVELS and ReMEDIES

For all trouble reports:

The primary point of contact for all trouble incidents is the Supplier’s Network Operations Centre which can be contacted at 1 800 XXX XXXX which provides 7/24 hour live response.

- a. The Supplier shall designate and make available at all times an employee with appropriate technical training and ability to isolate problems and work towards an efficient and timely resolution of the Service issues experienced by any of the Provincial Network Management Organizations.
- b. The problem management tools and processes used by the Supplier shall include the creation of complete and reliable records that will allow for measurement of Service levels for problem notification, determination and quick resolution.
- c. For the Service level assigned to each Location as per Schedule A, the Services and support to be met are as follows:

Service Level	Coverage Hours	Initial Problem Isolation	Time to Restore No Dispatch Required	Time to Restore Dispatch Required
1	7x24	15 minutes	1 hour	4 hours
2	7x24	30 minutes	4 hours	8 hours

- d. Supplier shall resolve problems within the above timeframes for each Location based on its support level.
- e. Supplier shall ensure that its maintenance contracts, needed to support its operational infrastructure, are sufficient to meet the Service levels of this SLA.
- f. This SLA shall not relieve or diminish the Supplier’s responsibilities for providing the Services in accordance with the terms of the Agreement. The Province retains all of its rights under this Agreement. The exercise of all financial remedies provided for in the SLA are at the discretion of the Minister and are in addition to any other rights or remedies available to the Minister under the Agreement. Where financial remedies are triggered, the Supplier shall be notified in writing. Supplier will provide the defined credits on the invoice for the Service within three (3) months of the triggering of a remedy.
- g. The following remedies are for outages and performance issues that fall within the Supplier’s responsibilities:
 - i. Where Service has been available at a Location for less than 97.5% of the total required coverage hours within a calendar month, the Supplier shall credit the account for such Location in the amount of 25% of the total cost for Services in that calendar month for that Location.
 - ii. Where Service has been available at a Location for less than 95% of the total required coverage hours for that Location within a calendar month, the Supplier shall credit

- the account for such Location in the amount of 50% of the total cost for Services in that calendar month for that Location.
- iii. Where Service has been available at a Location for less than 90% of the total coverage hours for that Location within a calendar month, the Supplier shall credit the account for such Location in the amount of 100% of the total cost for Services in that calendar month for that Location.
 - iv. Where any incident, which is determined by the Minister to be a performance issue, results in performance tests indicating the circuit is providing less than 90% of the guaranteed bandwidth (as described in Section 2.2.6.4 of Supplier's Proposal) in a calendar month for a Location, the Supplier shall credit the account for each Location so affected in the amount of 15% of the total cost for Services in that calendar month for that Location.

Appendix “B”: Change Management

Change Management

- a. The Supplier shall notify the applicable Provincial Network Management Organization of any changes to the Supplier’s own internal network which may have a Service impact effect on that organization at least five (5) business days in advance of a planned change and shall use reasonable commercial efforts to minimize any adverse user impact.
- b. Changes performed on the Supplier’s network that could adversely affect performance or availability must be approved by the Minister in advance of being carried out and shall be scheduled at a mutually agreed time. Changes proposed by the Supplier will follow a documented mutually agreed change process, and will be performed during a scheduled maintenance window. It is acknowledged that there will be required times when an emergency occurs, where Supplier will take immediate action without giving advanced notice to the Minister.
- c. Maintenance must be performed during a mutually agreed scheduled maintenance window. The maintenance window may be changed through mutual agreement between the applicable Provincial Network Management Organization.
- d. Supplier will accept requests for changes from approved support contacts only within the applicable Provincial Network Management organizations, and who shall be also the contacts for client notifications by the Supplier.

Appendix “C”: Service Reports

The Supplier shall provide scheduled reports to the Minister as identified in this table:

Report Measure	Frequency	Report Vehicle
Service Outage Summary	Monthly	Electronic File
Service Outage Detail	Monthly	Electronic File
Bandwidth Utilization	Monthly	Electronic File

Appendix “D”: Maintenance Windows

Client Notification	
Weekly Maintenance	Weekly maintenance window is Sunday from 0800 hrs to 1200 hrs for the PDN and EDnet Supplier maintenance window:
Notification of Planned Outages	The Supplier will communicate all planned outages to the applicable Provincial Network Management Organization at least 5 days prior to any disruption of Service. Planned outages at the request of applicable Provincial Network Management Organization will be accommodated by the Supplier as soon as they are feasible and at a time when the least amount of impact is placed on the Service or upon the applicable Provincial Network Management Organization’s direction.
Emergency Releases	The Supplier shall communicate all emergency releases to the applicable Provincial Network Management Organization prior to any disruption of Service.

Appendix “E”: Escalation Table

Escalation Level	Contact	Contact Option	Contact Numbers
1 st	Customer Reporting Centre	Phone	
2 nd	Service Manager	Phone: Email:	
3 rd	Senior Manager	Phone: Email:	
4 th	Director	Phone: Email:	

Appendix “F”: minister responsibilities

In addition to all other responsibilities of the Minister under this Agreement, the Minister is responsible as follows:

- a. Allowing premises access;
- b. Supplying contact person and telephone number by Location;
- c. Providing security clearance;
- d. Providing physical addresses;
- e. Advising the Supplier of activity which the Province knows could affect Service;

APPENDIX C.4 - Schedule “C”

Corporate Internet Access Inventory and Pricing

Note this Schedule will be replaced by the completed Financial Proposal available for download at:

www.gov.ns.ca/tenders/general/60141336_CIAfinancial.xls

Schedule "C"

Corporate Internet Access Pricing, Inventory and Location Schedule

Schedule "C" - Corporate Internet Access Pricing, Inventory and Location Schedule

Bandwidth Amount	Monthly Cost
900 Mb	
950 Mb	
1000 Mb	
1050 Mb	
1100 Mb	
Price per Mb above 1100 MB	

Initial Bandwidth Requirement

Connection	Location	Bandwidth Required	Service Level	Price
PDNCI_1	1672 Granville Street	XXX Mb	1	
EDnetCI_1	2021 Brunswick Street	XXX Mb	1	
Total		XXXX Mb		

Schedule "C" - Corporate Internet Access Pricing, Inventory and Location Schedule

Other Costs	Net Unit Price
User requested changes per hour	

Appendix D - Glossary and Definitions

Agreement - Any written contract between the Province and a successful proponent (Vendor) with respect to the required services contemplated by this RFP. The Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda issued by the Province, the Proposal of the successful proponent and any negotiated modifications thereto.
(ATM) Asynchronous Transfer Mode - A cell relay, circuit switching network and data link layer protocol which encodes data traffic into small (53 bytes; 48 bytes of data and 5 bytes of header information) fixed-sized cells.
Border Gateway Protocol (BGP) - The core routing protocol of the Internet. It works by maintaining a table of IP networks or 'prefixes' which designate network reachability among autonomous systems (AS).
(CIO) Chief Information Office - The Province of Nova Scotia's Chief Information Office or the person holding the position of Chief Information Officer.
(CLEC) Competitive Local Exchange Carrier – A telecommunication services provider, which has entered into the local telecommunication services market subsequent to the advent of the local competition (see also ILEC).
(COS) Class of Service – A 3 bit field within a layer two Ethernet frame header when using IEEE 802.1Q. It specifies a priority value of between 0 (signifying best-effort) and 5 (signifying priority real-time data) that can be used by Quality of Service disciplines to differentiate traffic.
Core Network Circuits – Select locations in the Halifax / Dartmouth Downtown core which require high speed fibre circuits and/or may benefit from shared infrastructure within the defined core geography.
Corporate Internet Services – The provision of high speed corporate internet service, which will be awarded through a separate RFP process.
(CPE) Customer Premises Equipment / Customer Provided Equipment – Refers to telecommunication equipment such as routers, telephones, etc. which are installed on the customer's premises.
(CRTC) Canadian Radio-Television and Telecommunications Commission - Canada's Federal telecom regulator.
(CTI) Computer Telephony Integration – A technology that utilizes computer intelligence for telecommunication services.
Demarcation - The point at which operational control or ownership of communications facilities changes from one organizational entity to another.

(DNS) Domain Name System - Stores and associates many types of information with domain names and translates domain names into IP Addresses, and IP Addresses to domain names.
(DSL) Digital Subscriber Line - Is a technology for bringing high bandwidth information to homes and businesses over ordinary copper telephone lines.
(EDnet) Nova Scotia Education Network – Provides connectivity to schools, school boards, regional libraries, community colleges, and related education facilities.
(EIGRP) Enhanced Interior Gateway Routing Protocol - A network protocol that lets routers exchange information more efficiently than with earlier network protocols. EIGRP is a Cisco proprietary routing protocol.
(EMS) Expense Management System – The province's corporate IT system for managing telecom billing expenses.
(FTP) File Transfer Protocol - Used to connect two computers over the Internet so that the user of one computer can transfer files and perform file commands on the other computer. FTP is a commonly used protocol for exchanging files over any network that supports the TCP/IP protocol.
Frame Relay - consists of an efficient data transmission technique used to send digital information in a relay of frames to one or many destinations from one or many end-points.
(ILEC) Incumbent Local Exchange Carrier - The telecommunications services provider which served a local telecommunications services market prior to the advent of local competition (see also CLEC).
(IP) Internet Protocol – A data-oriented protocol used for communicating data across a packet-switched network.
(ISDN) Integrated Services Digital Network - an international (ITU-T) standard that provides end-to-end digital connectivity to support a wide range of voice, data, and video services.
(ISDN-BRI) - ISDN Basic Rate Interface. The 2B+D. B may equal 56- or 64-Kbps. The D or signaling channel is 16 Kbps.
(ISDN-PRI) – ISDN Primary Rate Interface. In North American equals 23B+D interface.
(ISM) Infrastructure Services Management - The division within the Province of Nova Scotia's Chief Information Office responsible for the acquisition, provision and management of data network services for the government departments.

(ISO) International Standards Organization - also known as the IOS - International Organization for Standards.
(ITSD) Information Technology Services Division of the Department of Education – The Division of the Department of Education whom have the responsibility for the Nova Scotia Education Network.
Interoperability - The ability of the Vendor to effectively and efficiently transfer all necessary information and control data for call completion within its own network and between its network and those of other service providers.
ISO 9000 Series (ISO 9000) - Is a set of generic standards that provide quality assurance requirements and quality management guidance.
(IVR) Interactive Voice Response - A computer connected to a telephone network that is 'driven' by callers using the keypad on their touch-tone telephone. The computer listens to the tones made by the caller pressing various numbers in response to simple instructions included in any service, and the computer then advises the caller what to do and/or provides optional menus for the caller to select from to fulfill their objective.
(MAN) Metropolitan Area Network - A network that interconnects users with computer resources in a geographic area or region larger than that covered by even a large local area network (LAN) but smaller than the area covered by a wide area network (WAN). For the purposes of this RFP, the MAN is considered to be Halifax/Dartmouth and some parts of the directly surrounding areas.
(MPLS) Multiprotocol Label Switching - A data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network.
(MPTR) Maximum Period to Repair - The interval between the time CIO notifies the Vendor of a service failure to the time that the service is restored to a level of service equal or better than that specified in this RFP.
Modem - A device that modulates and demodulates signals on a carrier frequency and allows the interface of digital terminals with analog carrier systems.
(NCOS) Network Class of Service - Are codes used to assign features and privileges to users.
Nova Scotia Health Network – Provides connectivity to nine District Health Authorities and the IWK Health Centre.
(ODBC) Open Database Connectivity - an API industry standard promoted by Microsoft and others for accessing relational databases.
.pdf – A file extension called portable document format.

Peer, to - To provide a direct connection and allow traffic to flow between two or more networks.
Preferred Proponent - A Proponent whose Proposal provides the best value and meets the Province's requirements, as determined by the Province, in its absolute discretion, through the evaluation analysis and with whom an Agreement will be considered.
Proponent - The legal entity (person, firm, or consortium) that submits, or intends to submit, a Proposal in response to this RFP.
Proposal - A Proponent's written reply or submission in response to this RFP.
Province - The Nova Scotia Provincial Government.
(PDN) Provincial Data Network - The network connecting government departments and agencies, excluding the Education and Health networks that link the schools and hospitals respectively.
Quality of Service (QoS) - Control mechanisms that can provide different priority to different users or data flows, or guarantee a certain level of performance to a data flow in accordance with requests from the application program.
(RFP) Request for Proposals - This document in its entirety, inclusive of any addenda that may be issued by the Province.
(SIP) Session Initiation Protocol - An application-layer control (signaling) protocol for creating, modifying, and terminating sessions with one or more participants. These sessions include Internet telephone calls, multimedia distribution, and multimedia conferences.
(SLA) Service Level Agreement – A formal negotiated agreement between the Province and the Vendor(s) contracting the agreed upon service levels, priorities, responsibilities, and service level guarantees.
(SNMP) Simple Network Management Protocol - A protocol governing network management and the monitoring of network devices and their functions.
Tariff - The published rates, regulations, and descriptions governing the provisions of communications service.
Trunk - A telephone circuit or path between two switches, at least one of which is usually a telephone company Central Office or switching center. Regular local CO circuits are called Key/PBX trunks, because there is a switch at both ends of the circuit.
Vendor - A successful proponent that has been selected as a result of this RFP process to provide services and with whom the Province has entered into an

agreement. There may be several Vendors selected and the term should be interpreted throughout this document to mean the successful proponent for the relevant services in each section of the document.

Vendor of Record – A Vendor that, as a result of a competitive process, has established an approved supplier status such that eligible buyers are able to purchase from that Vendor at the prices and under the terms established in the competitive process and within approved limits, without having to conduct a competitive procurement process.

(VOIP) Voice Over Internet Protocol - VOIP is a series of techniques permitting transmission of telephony over the Internet. Often makes use of ITU-T G.7xx audio compression recommendations.

(VPDN) Virtual Private Dial-up Network - A VPN using a modem for access to the network.

(VPIM) Voice Profile for Internet Mail - Networking specification.

(VPN) Virtual Private Network - A network which uses a network to transfer information using secure methods. A VPN uses encryption and other security mechanisms to ensure that only authorized users can access the network and that the data cannot be intercepted.

(WAN) Wide-Area Network - A geographically disperse network which connects many LANs together by using a provider's telecommunications infrastructure.

Appendix E General Form of Implementation Practices

The following is intended as a general description of the general business practices expected for implementation activities. Agreement on implementation plans and practices will be developed with the successful bidder.

Planning

The Vendor shall provide a detailed installation plan and schedule for approval by the Province. The Vendor may use the Critical Path Method (CPM) or any other methodology acceptable to the Province. The schedule to be developed by the Vendor shall cover all installation phases of the project and will indicate the start of work date, job progress and completion dates. Completion dates on such installation schedules shall agree with any dates set forth in the Vendor's proposal.

The installation schedule shall reference all sites within the Province where implementation work is required.

The Vendor will incorporate the following events into the implementation schedule showing the projected completion date for each event.

- i. Site inspection, everywhere the Vendor shall have to accomplish some work;
- ii. Station Reviews;
- iii. Physical preparation for, and installation of equipment;
- iv. Physical preparation for, and installation of, structured cabling system where required;
- v. Installation of sets, if required;
- vi. Database development;
- vii. Installation of Required Software;
- viii. Training;
- ix. Cut-over of the service, in phases if this is appropriate;
- x. A plan for reverting to the previous service in the event of non-acceptance of any installation phase or any cutover phase.
- xi. Acceptance Testing; and
- xii. Documentation delivery.

Vendor Responsibilities

The Vendor will establish a single point of contact which responsible provincial staff may use to obtain status information about the implementation of the service, and to report issues and concerns about the implementation project.

The Vendor shall comply with all security, confidentiality and access requirements identified by the Province.

The Vendor shall obtain any permits or certificates that may be required, and sufficiently in advance so as not to impact the schedule.

The Vendor must obtain permission from the Province's Project Authority and give five (5) working days notice of proposed service shutdowns or interruptions

Shutdowns or interruptions deemed to be unacceptable during regular working hours by the Province shall be done outside of normal business hours.

Weekends and/or late evening hours shall be scheduled for those tasks involving removal or displacement of furniture or equipment or cabling installation, that would be best accomplished with minimal interference to the Province's activities.

The Vendor shall organize installation work at the site in co-operation with any other Vendors that may be on-site, to minimize any disruptions to Province's activities or to the implementation.

Any installation work that will create a sound level above eighty-five (85) decibels will be carried out outside normal work hours.

The Vendor shall ensure that the existing fire fighting apparatus is accessible at all times and that inflammable materials are kept in approved facilities or containers.

The Vendor shall ensure that prior approval is received from the Province's Project Authority, before the Vendor or his sub-Vendor(s) undertakes any installation activity.

The Vendor will provide all necessary tools, temporary equipment and material. The Vendor shall maintain all tools, temporary facilities, material and equipment in a safe and secure and orderly manner and remove them immediately upon completion of the work.

The Vendor is to erect temporary fencing; either inside or outside, where required or deemed necessary by the Province's Project Authority, to ensure the safety of departmental personnel and visitors.

During the performance of the work, the Vendor shall keep the work site(s) in a clean and orderly state by disposing of accumulated rubbish and waste material on a daily basis. At the completion of the installation, the site shall be cleared of all debris, leftover tools, consumable supplies, and material, which may have accumulated in the course of installation.

The Vendor is responsible to repair any damage to the grounds and premises that has occurred as the result of the installation process. The repairs are to take place as soon as possible after the damage has occurred.

The Vendor shall ensure that all manufactured articles, materials and equipment are applied, installed, connected, erected, cleaned, conditioned and tested in accordance with manufacturer's printed directions and specifications unless otherwise specified herein.

The Vendor shall provide a minimum of one week's notice for delivery of all equipment to the Province of Nova Scotia's premises.

Documentation

The Vendor shall deliver all documentation in a format acceptable to the Province including physical documentation, electronic format (e.g., .pdf or .rtf format) or by means of a secure Internet web server. Documentation is to include but shall not be limited to items defined in the following paragraph.

As appropriate during the installation period, and as part of the final acceptance, the Vendor is to provide the following documents:

- Technical Manuals describing each feature in details with parameters limiting factors, feature activation/deactivation methods, and feature interaction;

- Drawings and other documentation describing the systems and/or network;
- Training Manuals and material;
- Up-to-date equipment records, identifying assigned system and station features, parameters, etc.;
- Up-to-date records of all repairs, replacements, failures, system outages, maintenance carried out prior to system Acceptance; and

The Province will have the right to reproduce, in whole or in part, any of the documents identified above for government use.

Inspection

The work shall be available for inspection by the Province's Project Authority. All materials and work not in conformity with the information and specifications provided will be subject to rejection. All rejected work or materials shall be immediately replaced to conform to the drawings and specifications.

The Province's Project Authority will have the right at any time to make changes, alterations, additions, modifications or deletions to the work, or any portion of the work. The terms and conditions under which such changes would be made shall be governed by the Contract.

Service Acceptance - General

The Vendor is to provide the Province's Project Authority with acceptance test procedures for approval. As a minimum, this procedure shall cover:

- i. Load and volume tests before cut-over; and
- ii. Functional testing of all networking components, systems, or sub system, station equipment, and all required interfaces.

The Vendor shall demonstrate to the Province's Project Authority, by performing the approved Acceptance Test procedures after each implementation phase that the requirements have been met. The Vendor is to provide the required personnel and test equipment for acceptance testing.

Acceptance Test Period

The Vendor shall notify the Province's Project Authority in writing when the installation is completed, the service is ready-to-use, and the cutover is ready to begin.

The Project Authority will approve or disapprove the start of the cutover and acceptance testing in writing, and shall specify the start date.

The Project Authority will have the option to delay the start date of the Acceptance Test for a maximum of 30 days.

The Vendor shall agree that the acceptance period for an installation phase of the service will begin on the specified start date and will end when the cut-over is complete and the service has met the acceptance criteria defined in the Acceptance Criteria of the plan

The acceptance period for each installation phase will be defined in the implementation plan defined under "Implementation Schedule" above.

The Vendor shall agree that during the acceptance period, the normal daily workload will be processed.

The Vendor shall correct all deficiencies relating to the installation phase or cutover phase as soon as they become apparent.

Workmanship and neat appearance of the installation is deemed to be as important as the functional and technical efficiency of the LVS and plays a part in determining whether a particular element, or the entire system is accepted by the Province.

The installation phase or cutover phase must satisfactorily meet the Vendor's detailed acceptance test procedures.

The service shall meet the standards of performance for an agreed upon period time before acceptance by the Province.

Non-Acceptance

In the event of failure to pass the Acceptance Test after implementation, for causes attributable to the Vendor, the Vendor shall agree that the Province, at its discretion may choose one of the following courses of action:

- i. Extend the acceptance test period on the condition that the Vendor makes good the original causes for non-acceptance;
- ii. Require the Vendor to do the implementation over again; or
- iii. Require the Vendor remove his equipment and revert to the previous service at the Vendor's cost.

In the event of course (i), above, is chosen, the Vendor shall take all necessary actions to repair or replace such components, or change such software as is necessary to prepare the service for the subsequent acceptance test.

Appendix F Response Guidelines

Proponent Checklist

This generic checklist has been provided solely for the convenience of the proponent. Its use is not mandatory and it does not have to be returned with the proposal.

- The requirements of the RFP have been read and understood by everyone involved in putting together the proposal.
- The NSRFP form that is a part of the RFP has been signed and included with the Proposal documents.
- The proposal explicitly addresses everything asked for in the RFP.
- The proposal meets all the mandatory requirements of the RFP.
- Qualified Nova Scotia based products and services have been identified as an element of the proposal offering.
- The proposal clearly identifies the proponent, the project, and the RFP number.
- The proponent's name and the RFP number appear on the proposal envelope.
- The appropriate number of copies of the proposal have been made.
- Every care has been taken to make sure the proposals are at the closing location in plenty of time, as late proposals will be rejected
- No financial information is reflected on the NSRFP form
- Every care has been taken to ensure the proponent's complete submission is at the closing location in plenty of time. Late proposals are not accepted and are returned to the proponent unopened.
- If the proponent is a registered company (i.e.: not an individual), its business registration profile is included in the proposal, and if its registration is not in good standing the proponent's plan to address this situation is described should it be selected as a successful bidder.

Alternately, if the proponent is a company that is not yet registered, then its plan to become registered is described should it be selected as a successful bidder.

Response Points

The following are some generic points to bear in mind as you prepare your response in order to make your proposal as easy as possible to evaluate and to ensure that you receive the maximum attainable score in each evaluated category.

1. Balance your proposal with respect to the evaluation criteria. There should be a rough correlation between the length of a given response section and the points that are assigned to that section.
2. Address every issue. Do not ignore those for which you do not have a strong response.
3. Read the question. Answer the question. Be brief and to the point.
4. Provide facts and supporting evidence as opposed to unsupported claims of experience or expertise. Unsupported marketing statements take up valuable space and tend to create an *unfavorable* impression. Test claims and statements with “Says who?”
5. Emphasize your areas of differentiation and superiority.
6. Focus on areas where the RFP is looking for commitments or assurances and go as far as you can to provide them.
7. Follow the RFP response instructions exactly, especially the numbering of response sections.
8. Check / Prepare your references. Brief them on the opportunity and check their availability.
9. Have your proposal critiqued by an independent resource that has experience in proposal evaluation – more than once, if possible.
10. Double-check all mandatory requirements to ensure that your response is compliant.
11. Allow sufficient time in your proposal preparation and submission plan for unforeseen problems and obstacles, especially those related to production and delivery.

Appendix G – Network Management Roles and Responsibilities

The Province's Network Manager is to be considered to be representing the Provincial Network Management organizations for the PDN and EDnet, in dealing with the Regional Data Circuit Supplier(s) and the Core Data Network Supplier. Network Management includes:

- The management of all customer premise equipment (CPE) edge devices owned by the Province,
- The provision and maintenance of hardware required, and
- Co-ordination and resolution of all performance issues and problems with any circuits within the Provincial Data Network (PDN), the Education Network (EDnet), and/or corporate Internet feed.

The Network Manager is responsible for Layer 3 Management on all provincially owned devices, which is dependent on a Layer 2 Circuit Network. The only exception is DSL/Cable Modems, which are Layer 2 devices that initially, are configured by the Circuit Supplier and then managed by the Network Manager. A high level overview of their responsibilities is described below:

- The Network Manager is required to continually assess the strategic direction of both networks, including contributing to the Province's strategic planning activities.
- The Network Manager works with the Regional Circuit Suppliers and the Core Data Network Supplier, to enable Virtual Connections between the PDN and third party partner networks.
- The Network Manager may supply the required network switching and routing hardware for purchase by the Provincial Network Management.
- The Network Manager provides hardware, software support, and maintenance for all network equipment, as requested by the Provincial Network Management.
- The Network Manager ensures that all equipment is upgraded to the latest release of operating system code within four months of the manufacturer publicly releasing new code for such devices.
- The Network Manager implements software fixes that are available from the manufacturer to address problems on the network within 30 days of release or as directed by the Provincial Network Management body.
- The Network Manager provides basic support services, which include per device requests (global changes that are required across the network will be treated as a user requested changes):

- o software changes that do not require a site visit
 - o activation of additional router or switch ports
 - o activation of user accounts and controls
 - o network address changes
 - o route changes
 - o ACL Filters
 - o System Network Management Protocol (SNMP) Access Changes
 - o traffic prioritization
- The Network Manager is the first point of contact for equipment support and maintenance.
- The Network Manager takes a proactive approach regarding performance and notifies appropriate Provincial Network Management body when exceptions have occurred.
- The Network Manager monitors all network nodes on each circuit to ensure that traffic will experience the minimum possible delays during the hours of service defined for each site. The monitoring of network performance will include the creation of complete and reliable records of service availability that will allow for the calculation of service availability, outage frequency, and duration measurement.
- The Network Manager is responsible for monitoring all DSL and Cable Modems, for sites at Service Level 1-4 (the Circuit Provider will provide the Network Manager read only access to DSL / Cable Modems).
- Network Manager is responsible for recommending Network design modifications to alleviate any bandwidth constraints. All configuration options and alternative strategies should be investigated prior to any increase in bandwidth being recommended.
- The Network Manager is responsible for engaging circuit providers to ensure all performance issues are resolved within the subscribed service levels.
- The Network Manager is responsible for providing a report to each Provincial Network Management Body, by the 10th of every month on the network performance of each circuit for the previous month. The report includes any service level targets missed by themselves or the circuit providers.
- The Network Manager must have network monitoring tools that provide immediate notification of all network problems and provide an automatic e-mail notification to the appropriate Provincial Network Manager with the details.

- The Network Manager will work with Circuit Providers, to enable the appropriate Provincial Network Management to poll all network devices for SNMP information and receive traps.
- The Network Manager is responsible for engaging the Circuit Providers for any problems relating to circuit provision, and continuing to communicate with the providers until problems are resolved.
- The Network Manager will hold meetings, in the Halifax Regional Municipality, with circuit providers to ensure problems are resolved.
- The Network Manager is responsible for providing a report to each Provincial Network Management Body, by the 10th of every month on any problems from the previous month; these problems will include Network Management issues, as well as any problems related to circuit provision.
- The Network Manager will be responsible for ensuring each site is supported to the following service levels:

Service Level	Coverage Hours	Initial Notification	Initial Problem Isolation	Time to Restore No Visit Required	Time to Restore Visit Onsite
1	7/24	15 min	15 min	1 hour	4 hour
2	7/24	15 min	1 hour	4 hour	4 hour
3	M-F 8am-8pm	15 min	1 hour	4 hour	4 hour
4	M-F 8am-5pm	15 min	1 hour	4 hour	4 hour
5	M-F 8am-8pm Sat 8am-5pm	15 min	2 hour	4 hour	Next Bus Day
6	M-F 8am-5pm	15 min	2 hour	4 hour	Next Bus Day

- The Network Manager is responsible for engaging the Circuit Provider if they have determined the problem is under the Circuit Providers' responsibility. It is also the Network Manager's responsibility to communicate with the Circuit Provider during any outages to ensure problems are being addressed within the Circuit Providers resolution service level targets.

- If the Network Manager is required to engage a Circuit Provider to resolve a problem, the time it takes a Circuit Provider to react to a problem must be included in the Supplier's target resolution time. For example if an outage occurs at 12:00 noon at a Level 4 site, and the Network Manager determines the problem to be a problem with the Circuit, the Network Manager must place a call to the Circuit Provider within as soon as the problem has been isolated (1 hour). Once engaged the Circuit Provider has 4 hours to restore service. If the Circuit Provider does not resolve the issue within their service level target, the Circuit Provider will be held responsible. However, if the Network Manager incorrectly diagnoses the problem, and it was actually a problem within the Network Manager's responsibility to resolve, they will be held responsible for the outage.
- The Network Manager will notify affected Provincial Network Management, when their connection into the PDN or EDnet is known to be unavailable, at least five business days in advance.
- The Network Manager supports User Requested Changes which include such changes as:
 - o Hardware additions and/or changes requiring a site visit
 - o Design and addressing scheme of a new network protocol
 - o Router configuration changes necessary to implement a new network protocol
 - o Design of an additional or new routing protocol
 - o Design and implementation of security services
 - o Design of access-lists for routers
 - o Assist in the testing or implementation of Customer applications
 - o Configuration changes for the implementation and management of Quality of Service
- Changes performed on the Network Manager's network, that could adversely affect performance or availability, must be approved and mutually scheduled.
- The Network Manager will only accept changes from the identified and approved support contacts.
- The Network Manager will adhere to the Province's Wide Area Network Security Policy & Standards available on the Related Documentation Website (see Section 1.7). The Policy and Standards have been put in place specifically for the Provincial Data Network but also form the basis for the security requirements for EDnet.