



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

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

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> Data Centre Hosting Services	
<b>Solicitation No. - N° de l'invitation</b> MA021-200048/A	<b>Date</b> 2020-11-24
<b>Client Reference No. - N° de référence du client</b> MA021-20-0048	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-219-11124	
<b>File No. - N° de dossier</b> HAL-0-85155 (219)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2021-01-07</b> Heure Normale de l'Atlantique HNA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Richard, Linda K.	<b>Buyer Id - Id de l'acheteur</b> hal219
<b>Telephone No. - N° de téléphone</b> (902) 402-9059 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MARINE ATLANTIC INC. 10 MARINE DRIVE PORT AUX BASQUES Newfoundland and Labrador A0M1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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MA021-200048  
Client Ref. No. - N° de réf. du client  
MA021-20-0048

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-0-85155

Buyer ID - Id de l'acheteur  
ha1219  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

- 1.2.1 Marine Atlantic Inc. (MAI) is seeking a professional and highly-qualified business partner to provide Data Centre Services. The supplier must have significant experience in providing Data Centre Services similar to the requirements requested in the Statement of Work.

The Supplier must deliver flexible solutions for managed IT services, including:

1. Co-location, where MAI's equipment will be located at the Supplier's site and will be managed by MAI Staff with patching and operating software ("OS") updates provided by the Supplier.
2. Managed Hosting, where non-virtualized equipment (either owned by MAI or provided by the Supplier) will be located at the Supplier's site and will be managed by the Supplier's staff.
3. Virtualization, where the Supplier will provide and manage all necessary virtualized infrastructure.

The contract is from September 1, 2021 until August 31, 2023, with one option period of 2 years; and one option period of 1 year.

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

- 1.2.3 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Phased Bid Compliance

The Phased Bid Compliance Process applies to this requirement.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

### 2.2 Submission of Bids

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

**Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Nova Scotia the email address is:**

**[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)**

**Facsimile: 902-496-5016**

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

- a. name of former public servant;

- 
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory*).

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

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)



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#### Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

#### Section II: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

**3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

### **Section IV: Additional Information**

#### **3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

##### **3.1.3.1** The Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

(X) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

- 
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 (2017-07-31) Technical Evaluation**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.3 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex 1 to Part 4.

#### **4.1.4 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum 39 of points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 75 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75 % for the technical merit and 25 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equals 65 plus 10 bonus points for a total of 75 and the lowest evaluated price is \$1,000,000 (35).

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

	Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>	70/75	72/75	58/75
<b>Bid Evaluated Price</b>	\$1,000,000	\$1,500,000	\$1,600,000
<b>Technical Merit Score</b>	70/75 x 75 = 70	72/75 x 75 = 72	58/75 x 75 = 58
<b>Calculations</b>			
<b>Pricing Score</b>	25/25 x 25 = 25	22/25 x 25 = 22.00	20/25 x 25 = 20.00
<b>Combined Rating</b>	95	94	78
<b>Overall Rating</b>	1st	2nd	3rd

## ANNEX 1 TO PART 4 EVALUATION PROCESS AND BASIS OF SELECTION

### **Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each of the mandatory technical criterion should be addressed separately.

#### **Mandatory Technical Criteria (MT)**

For the purpose of the mandatory technical criteria below, the experience of the Bidder, its employees and subcontractors will be considered.

Item	Mandatory Technical criteria	Met / Not Met	Cross Reference to Proposal (please demonstrate experience in this column)
MT1	<b><u>Security Policy</u></b> The Supplier must have security policies and controls governing the following Data Centre attributes.  A. Security audit B. Access control C. Audit		The bidder must provide complete project details including but not limited to:  - Provide a detailed description of how each of the attributes are supported. - Description of how Administration account access is permitted and approved. - Provide the review process for administrative accounts, frequency of reviews.
MT2	<b><u>Standards and Best Practices</u></b>  Suppliers must demonstrate full or partial compliance with industry recognized security standards.		The bidder must provide complete project details including but not limited to:  - Detailed overview of the degree to which the Supplier complies with its adopted security standards. - Provide a list, or references to such list, of security controls in use.



### Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria below, the experience of the Bidder, its employees and subcontractors will be considered.

Item	Mandatory Technical criteria	Met / Not Met	Cross Reference to Proposal (please demonstrate experience in this column)
MT3	<b><u>Implementation/Migration/Transition</u></b> Provide an outline of adherence to ITIL (Information Technology Infrastructure Library) processes and describe its quality control processes.		The bidder must provide complete project details including but not limited to: <ul style="list-style-type: none"> <li>- ITIL Level;</li> <li>- Description of Service Desk, Problem resolution, Incident and Problem Management, Change Management, Request Management, etc.</li> <li>- Describe experience levels in data center migration similar to MAI;</li> <li>- Provide references specific to data center migration.</li> <li>- Provide any specific details and/or experience with migrating SQL DB's, SAP, Co-Lo migration).</li> </ul>
MT4	<b><u>Information Protection and Privacy</u></b> Provide an overview of the Suppliers Information Management and information security plan and how the plan will ensure that Marine Atlantic Inc. will continue to fulfil its privacy obligations.		The bidder must provide complete project details including but not limited to: <ul style="list-style-type: none"> <li>- Provide detailed description for controls over personal and confidential information.</li> <li>- Breach notification to protocols.</li> <li>- Limitations on collection and handling and any prohibitions regarding the personal or confidential information for the purposes of the contract.</li> <li>- Disposition of the personal information, where relevant.</li> <li>- Administrative, technical and physical safeguards.</li> </ul>

### Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria below, the experience of the Bidder, its employees and subcontractors will be considered.

Item	Mandatory Technical criteria	Met / Not Met	Cross Reference to Proposal (please demonstrate experience in this column)
M5	<b><u>Service Level Agreement</u></b> Provide a detailed service level agreement.		The bidder must provide complete project details including but not limited to:  -Regular business hours -Response times -Mechanisms to contact the Supplier -After hours support contact information -State response times on severity of the ticket and the escalation path. -Time frames for new server builds and decommissioning of old server requests.  <i>Note: The service level will be mutually agreed upon by both MAI and the Supplier prior to the contract being awarded.</i>

### Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables below.

Bids which fail to obtain the required minimum number of points specified for The Bidder's proposed resources will be declared non-responsive. Each point rated technical criterion should be addressed separately.

### Point Rated Technical Criteria - RT

For the purpose of the point rated technical criteria specified below the experience of the Bidder and its employees and sub-contractors will be considered.

Item#	Point Rated Technical	Point Value	Cross Reference to Proposal
RT1	<p><b><u>Audit</u></b></p> <p>Describe the Suppliers processes for maintaining audit logs for monitoring access, detecting misuse, investigating cyber incidents and handling privacy breaches.</p>	6 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Provide details on any Privacy breach cyber incident in the last 5 years, how was it handled. (if not within 5 years, how would it be handled?)</li> <li>- Would MAI access be provided to view active monitoring?</li> <li>- Description of the tools used for monitoring and detecting.</li> <li>- Description of what is logged, location, how long, etc.</li> </ul>
RT2	<p><b><u>Hardware and Software Currency</u></b></p> <p>Please describe the process by which hardware and software are kept current and patched.</p>	9 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Detail schedule for patching.</li> <li>- Describe approach to Proactive monitoring.</li> <li>- Describe approach on how unscheduled patch/security releases are handled.</li> <li>- Provide description and approach to hardware lifecycle management.</li> </ul>
RT3	<p><b><u>Infrastructure Management</u></b></p> <p>Please describe how infrastructure is managed in the Data Centre:</p> <ul style="list-style-type: none"> <li>a) Physical Access</li> <li>b) Monitoring</li> <li>c) Power Redundancy</li> <li>d) Fire Suppression</li> <li>e) Environmental Controls</li> </ul>	6 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Provide details as to granting MAI access to the Data Centre if and when requested.</li> <li>- Provide description as it relates to proactive monitoring and controls.</li> <li>- Provide details on what reports would be available to MAI and frequency.</li> </ul>

### Point Rated Technical Criteria - RT

For the purpose of the point rated technical criteria specified below the experience of the Bidder and its employees and sub-contractors will be considered.

Item#	Point Rated Technical	Point Value	Cross Reference to Proposal
RT4	<p><b><u>Disaster Recovery</u></b></p> <p>Please provide any Business Continuity Plans and Disaster Recovery Plan employed by the Supplier.</p>	6 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Provide timelines for restoration once initial request has been made. (1.5)</li> <li>- Provide details on high availability services or options for hosting infrastructure. (1.5)</li> <li>- Provide documented Business Continuity Plans and Disaster Report plans. (2)</li> <li>- Provide a detailed plan as it would pertain to MAI hosted environment. (1)</li> </ul>
RT5	<p><b><u>Incident Response – Detection, Response and Recovery</u></b></p> <p>The Supplier must have an acceptable plan implemented for addressing Cyber Security Incidents.</p>	8 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Outline the Suppliers Data Privacy Breach response process including escalation and recovery procedures, and notification (reporting) requirements. (2)</li> <li>- Outline the measures in place to detect data breaches or cyber incidents. Indicate if the Supplier has in place real-time audit feeds so that Supplier reported incidents can be independently verified in the audit trail. (3)</li> <li>- Provide any Incident Response Plans employed by the Supplier. (2)</li> <li>- In the event of a breach or potential breach, MAI may require the Supplier to prepare a Virtual Machine (VM) onto an encrypted Hard Disk Drive (HDD) (provided by MAI) to be shipped to MAI's vendor for additional forensics. Detail vendors approach to this type of requests. (1)</li> </ul>

### Point Rated Technical Criteria - RT

For the purpose of the point rated technical criteria specified below the experience of the Bidder and its employees and sub-contractors will be considered.

Item#	Point Rated Technical	Point Value	Cross Reference to Proposal
RT6	<p><b><u>Malware and Intrusion Control</u></b> MAI employs a service to detect Malware and Intrusion attempts into and within its IT environment. The Supplier must provide a means of inspecting and blocking such attempts across the Data Centre perimeter. The ability to integrate this service with MAI's SIEM server within the Data Centre is required. Syslog is supported but other means can be considered.</p>	5 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Provide an overview of the Supplier's malware and intrusion control methods. (3)</li> <li>- Describe Hardware and Software tools used for intrusion control. (1)</li> <li>- Detail what reports would be available to MAI and frequency. (1)</li> </ul>
RT7	<p><b><u>Zoning and Perimeter Defense</u></b> Firewall services for the Data Centre are required. Demilitarized zone (DMZ) segregation must also be capable of providing Intrusion and Malware inspection. Integration with MAI's log server is very desirable. Zoning of networks within the Data Centre must be supported. Audit logs of traffic traversing zones must also be possible and such logs must be accessible by MAI for use in log correlation on MAI's logging server within the Data Centre.</p>	7 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Provide an overview of the Supplier's approach to meet zoning and perimeter defense requirements. (2)</li> <li>- Description of Hardware and software used for zoning. (1)</li> <li>- Provide a list of logs and reports available to MAI. (1)</li> <li>- Detail current zoning practices. (2)</li> <li>- Detail current practices pertaining to updates and changes to the firewall. (1)</li> </ul>
RT8	<p><b><u>Segregation</u></b> MAI requires that appropriate levels of data segregation controls are employed by the contractor.</p>	3 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Describe the technologies and processes that show how the Supplier will ensure effective perimeter and zoning segregation from other clients. (3)</li> </ul>

### Point Rated Technical Criteria - RT

For the purpose of the point rated technical criteria specified below the experience of the Bidder and its employees and sub-contractors will be considered.

Item#	Point Rated Technical	Point Value	Cross Reference to Proposal
RT9	<p><b><u>Services and Service Levels</u></b> The Supplier will specify its description of each service and outline how each of these services will be provided. Supplier shall provide Service Desk and Incident Management Targets.</p>	5 Points	<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Provide a description for streamlining an approval process for server addition/decommissioning/changes with service level. (2)</li> <li>- Provide a description of key individuals proposed and detailed description of their qualifications. (2)</li> <li>- The Supplier shall prime all incident management activities related to Data Centre services, and interface directly with Marine Atlantic's Data Network provider where warranted. The Supplier shall outline how it will work collaboratively with the Data Network provider to ensure seamless incident management. (1)</li> </ul>
RT10	<p><b><u>Backup Policies and Schedules-</u></b> Provide backup policies, retention, data backup destruction, restoration policy, and schedule.</p>	7 Points	<p>The bidder to provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>- Description of the Backup media (such as tapes, etc.) and software; (1.5)</li> <li>- Describe process and timelines for restoration; (2)</li> <li>- Provide test schedules for backups/restoration and sample data including review process with MAI. (1.5)</li> <li>- Indicate if there is a cost associated with request for data restoration. (1)</li> <li>- Description of vendor's offsite storage facility. (1)</li> </ul>

**Point Rated Technical Criteria - RT**

For the purpose of the point rated technical criteria specified below the experience of the Bidder and its employees and sub-contractors will be considered.

Item#	Point Rated Technical	Point Value	Cross Reference to Proposal
RT11	<b><u>Standard Server Configuration</u></b> Specify standard Windows server configuration deployment.	3 Points	The bidder to provide complete project details including but not limited to: <ul style="list-style-type: none"><li>- Provide OS version (.5)</li><li>- Provide CPU processor (1)</li><li>- Provide # of GB RAM (1)</li><li>- Provide HDD type and size (.5)</li></ul>

**Must meet Minimum of 39 points = 65% Threshold for Rated Criteria RT1 to RT11 inclusive.**

**Point Rated Technical Criteria - RT**

For the purpose of the point rated technical criteria specified below the experience of the Bidder and its employees and sub-contractors will be considered.

Item#	Point Rated Technical	Point Value	Cross Reference to Proposal
RT12	<b><u>Value Added Services</u></b> The Supplier shall provide any value add services with pricing that may be advantageous for MAI to consider. Note that Application Support services are not in scope.	10 Points	The bidder should provide complete project details including but not limited to:  Value add services could include but not limited to the following:  1. Load Balancing services 2. Web application firewall services and reporting 3. DB Licensing Services (SQL, Oracle) 4. DBA Services 5. DB Cluster Management and Support 6. Self Service Portal - create and manage tickets 7. Geo redundancy site 8. Professional Services 9. Identify any additional managed IT services including the costs.
<b>Total of 65 points for point-rated technical criteria plus 10 points for value-added services = 75 technical points.</b>			



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.3.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **PART 6 – INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

[2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Contractor's Sites or Premises Requiring Safeguarding Measures**

#### **7.3.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the contract is from September 1, 2021 until August 31, 2023.

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional periods: option period 1 for 2 years; and option period 2 for 1 year; under the same

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MA021-200048  
Client Ref. No. - N° de réf. du client  
MA021-20-0048

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-0-85155

Buyer ID - Id de l'acheteur  
hal219  
CCC No./N° CCC - FMS No./N° VME

conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Richard  
Title: Acting Supply Team Leader  
Public Works and Government Services Canada  
Atlantic Acquisitions Branch  
Address: 1713 Bedford Row  
Halifax, NS B3T 1M3  
Telephone: (902) 402-9059  
Facsimile: (902) 496-5016  
E-mail address: linda.k.richard@pwgsc.gc.ca

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

### 7.5.2 Project Authority (To be named upon award of contract)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative (please complete)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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MA021-20-0048

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-0-85155

Buyer ID - Id de l'acheteur  
ha1219  
CCC No./N° CCC - FMS No./N° VME

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

For the Work described in the Statement of Work in Annex A :

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, plus a profit, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

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### 7.7.3 Monthly Payment

SACC Manual Clause H1008C (2008-05-12) Monthly Payment

### 7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

### 7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original must be emailed to the following:

**invoices@marine-atlantic.ca**

### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

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

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 7.10 Applicable Laws

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

#### 7.11 Priority of Documents

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

- 
- (a) the Articles of Agreement;
  - (b) the general conditions 2035 (2020-05-28) General Conditions – Higher Complexity - Services
  - (c) Annex A, Statement of Work;
  - (d) Annex B, Basis of Payment;
  - (e) Annex C, Insurance Requirements;
  - (i) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

#### **7.12 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **7.13 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## ANNEX "A"

### STATEMENT OF WORK

Marine Atlantic Inc. ("MAI") is seeking a professional and highly qualified business partner to provide Data Center Services. The Supplier will have significant experience in providing Data Center Services similar to those requested in the Statement of Work.

The Supplier shall offer flexible solutions for managed IT services, including:

1. Co-location, where MAI's equipment will be located at the Supplier's site and will be managed by MAI Staff with patching and operating software ("OS") updates provided by the Supplier.
2. Managed Hosting, where non-virtualized equipment (either owned by MAI or provided by the Supplier) will be located at the Supplier's site and will be managed by the Supplier's staff.
3. Virtualization, where the Supplier will provide and manage all necessary virtualized infrastructure.

#### A.1 Coordinating

1. MAI - Point of Contact(s)

MAI will appoint an individual to act as the MAI POC. The offeror shall ensure that all Services are coordinated with the MAI POC or their designate.

2. Supplier – Point of Contact(s)

The Supplier shall appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables. They will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

#### A.2 Data Centre Minimum Standards

The Data Centre must meet the following minimum standards:

Type of facility	<ul style="list-style-type: none"><li>• Designed to Tier 3 standards</li></ul>
Availability Performance	<ul style="list-style-type: none"><li>• 99% 99.982%</li><li>• No more than 1.6 hours of downtime per year</li></ul>
Electrical grid supply	<ul style="list-style-type: none"><li>• 2 main service entrances feed</li></ul>
power generation	<ul style="list-style-type: none"><li>• N+1 configuration</li><li>• On-site fuel capacity - 5 days available.</li><li>• Live refuelling available as required</li><li>• Priority delivery agreement</li><li>• </li></ul>
Uninterruptible power supplies (UPS)	<ul style="list-style-type: none"><li>• 72 hours of protection from power outages</li></ul>
Environmental Monitoring	<ul style="list-style-type: none"><li>• 24/7 x365 days per year</li></ul>
Power distribution/Monitoring	<ul style="list-style-type: none"><li>• Redundant power supply to customer cabinet</li><li>• Standard configuration with two cabinet distribution units (CDU) in each cabinet</li><li>• Peak power monitored at the cabinet and distribution levels</li></ul>



<b>Physical and Process Access Controls</b>	<ul style="list-style-type: none"><li>• Continuous controlled and recorded access 24x7x365</li></ul>
<b>HVAC (Heating, Ventilation and Cooling)</b>	<ul style="list-style-type: none"><li>• Cooling is handled through a centralized cooling system</li><li>• N+1 chillers</li><li>• Cooling demand is monitored and adjusted to support the growth of the Data Center and respective rooms.</li><li>• Redundancy and fault tolerance built into the cooling solution</li></ul>
<b>Fire detection and suppression</b>	<ul style="list-style-type: none"><li>• Detection zones for each room within the data center.</li><li>• Fire Suppression System:<ul style="list-style-type: none"><li>○ Fire Extinguishers</li><li>○ Fire Alarms</li><li>○ Smoke Detectors /Heat Sensors</li><li>○ Dry/Waterless fire suppression systems</li></ul></li></ul>

### **A.3 Equipment**

1. The Supplier will provide server hardware for the Data Centre, compatible to run applicable MAI applications such as SAP, Reservation System (BookIT), Data Management System (OpenText), ALOHA (POS), shared drives, Security Software (iTrak) and ticketing application (TrackIT) and some smaller applications that work in the Windows environment. MAI will provide all application software.

2. The Supplier's hardware shall remain supported by the manufacturer at all times. The Supplier will be responsible for refreshing the hardware to ensure supportability from the manufacturer and up to date with latest operating software ("OS") versions and security patches.

3. The Supplier must permit MAI staff and pre-approved Suppliers to have continuous controlled and recorded access into cabinets that contain MAI equipment.

4. Marine Atlantic may request additional software, equipment and hardware such as servers, that may be necessary. If MAI requests removal of any software, equipment and hardware, there will be no financial penalty to MAI along with the monthly cost associated with the decommissioned software, equipment and hardware will be removed from the monthly billing cycle.

#### **A.3.1 Racks**

The Supplier will:

1. provide standard racks.
2. ensure all racks must have lockable doors.
3. ensure all racks must be located within one contiguous space, or as otherwise agreed by MAI.
4. ensure each cabinet must have minimum of two 30-amp circuits in a redundant configuration.
5. provide remote monitoring and switched control for each in-rack PDU.

#### **A.3.2 Network**

The Supplier will:

1. work directly with MAI's Data Network Provider to securely integrate the Supplier Data Centre with MAI's network.
2. provide the ability to have a carrier-neutral facility with Internet Service Providers options.
3. enable secure third-party access to MAI's environment, to accommodate application support services.

#### **A.4 Change Management**

1. The Supplier will:

- a. utilize a formal change management process for the implementation of any change to MAI's environment. This process shall include obtaining written approval from MAI POC in accordance with a Chart of Authorities prior to proceeding.
- b. schedule changes for established maintenance windows.
- c. schedule monthly OS security patches.
- d. ensure that all scheduled facility maintenance will be scheduled with at least 7 days notice to MAI, with major service interruptions requiring 21 days notice. An example of major service is one of the applications of shared drives not being available for more than 1 hour,

2. The Contractor will be required to document all change requests (and associated Data Centre documentation that would need to be updated to reflect the change. Documentation is to include timelines i.e. daily, weekly, and monthly.

#### **A.5 Security**

MAI employs a Security Program which delivers security services to its business. The Supplier must deliver Data Centre attributes and capabilities that support these services. Requirements are described in the following sections.

##### **A.5.1 Security, Audits**

1. The Supplier will:

- a. have documented security policies and procedures governing the Data Centre and staff related to the secure storing and/or transferring of MAI's data.
- b. have established procedures and infrastructure to protect against intrusion.
- c. have audit log review processes for all servers and firewalls. The Supplier will ensure access to audit logs is strictly controlled.
- d. have technical mechanisms configured to audit failed and successful logon attempts, as well as changes made to accounts.
- e. conduct an annual CSAE 3416 audit related to the Data Centre and provide the auditor's report to MAI POC.

2. The Data Centre shall be subject to MAI's security audits when required including external auditors.

3. Hosted servers will have to integrate with MAI's Active Directory Structure.

##### **A.5.2 Access Control**

1. The Supplier will provide:

- a. management access to systems
- b. management of MAI data (storage, access and transfer)
- c. an audit of access to systems – all access must be logged and controlled.
- d. access to systems that must integrate with the MAI Active Directory domain for systems that are capable of doing so.
- e. Segregation of duties

2. MAI must be permitted network access to and from its own resources from within the Data Centre.

3. MAI must be provide access to audit log or other security related log information applicable to its systems in the Data Center.

### **A.5.3 Audit**

1. The Supplier must conduct annual audits of MAI's environment and disclose issues relevant to any parts of the environment affecting MAI.
2. MAI must be able to audit its own systems within the Data Centre at any time using any resources it deems appropriate.

## **A.6 Business Continuity**

### **A.6.1 Backup Policies and Schedules**

1. The Supplier must execute planned test restores and provide reports bi-annually to MAI.

### **A.6.2 Disaster Recovery**

1. The Supplier will ensure a seamless integration with MAI's facilities, to ensure existing disaster recovery **capabilities** are maintained.

## **A.7 Information Protection and Privacy**

As Federal Crown Corporation, Marine Atlantic Inc. is obligated to ensure that personal information will be managed such that the Supplier conforms to the information practices embodied in sections 4 through 8 of the Privacy Act, the Privacy Regulations, the Treasury Board Secretariat's Policy on Privacy Protection and other privacy policy instruments.

All aspects of data processing will be conducted and only accessible in jurisdictions whose laws do not override, conflict with, or impede the application of the Privacy Act, R.S. 1985 and Treasury Board Secretariat privacy policy instruments either expressly or through subsequent application.

## **A.8 Security Operations**

MAI's security operations will require access to its Data Centre resources and the security measures employed to protect it. This includes duties such as:

1. Log and audit feeds from Perimeter and Zoning defense controls
2. Log and audit feeds from Malware and Intrusion Control systems, URL filtering or HTTP inspection
3. A fast track incident response process that is capable of quickly deploying counter measures requiring deployment on Data Centre managed infrastructure.
4. Security Assessment material from the Data Centre applying to Marine Atlantic specific virtual systems (virtual) or Marine Atlantic owned physical assets
5. Permission and ability to conduct Disaster Recovery and Incident Response testing. The Data Centre must be capable of taking part in such testing.

## **A.9 Services and Service Levels**

In addition to the provision of facilities and equipment, the Supplier must provide the following services for transitioned applications on a 7 day x 24 hour basis:

1. Service Desk
2. Incident and Problem Management
3. Request Management
4. Change Management
5. Server Operating System Support Management

- 
6. OS Licensing
  7. Hardware Support Management
  8. Network Management
  9. Firewall Management
  10. Alert Monitoring
  11. Server Account Administration
  12. SAN/Capacity Management
  13. Performance Management
  14. Backup Management and Off-site storage (Test Validity)
  15. Anti-virus and Malware Management
  16. VPN access for third-parties

#### **A.10 Reporting**

The Supplier will schedule monthly meetings and provide monthly scheduled reports on access, performance, incident, backup, change management, or other Key Performance Indicators as required by MAI.

In the event of an incident, the Supplier must provide incident status updates to the MAI POC.

The Supplier must provide post incident reports to MAI POC that include a root cause analysis with results and recommendations.

The Supplier will provide access to a dashboard showing current server list, online/offline, CPU, Memory, and HDD usage, including server name, ip address and OS.

The Supplier will provide monthly reports on Firewall management, virus scan and malware detection.

Advanced Monitoring and alerting with respect to backups, disk space, CPU utilization, memory usage triggered based on 90% utilization to be sent to MAI's Service Desk.

#### **A.11 Implementation/Migration/Transition**

1. The Supplier will utilize its standard project methodology, in collaboration with MAI, to develop project plans to facilitate the migration of MAI's applications from MAI's current facility to the Supplier's data centre. Application migration would be scheduled in accordance with MAI's business requirements. The project plan would specify estimated costs and timelines, and articulate the roles and responsibilities for Supplier and MAI staff.
2. The Supplier must agree to 30 day pilot phase, whereby one application of MAI's choice will be chosen to be migrated to the Supplier's data centre. The success of that pilot phase will dictate whether a long-term contract will be offered.
3. The Supplier must work with MAI to clearly identify and document the Supplier's responsibilities and MAI's responsibilities, including control procedures for incident diagnosis and resolution.

#### **A.12 Services and Service Levels**

1. The Supplier must assign a service manager to oversee the ongoing provision of services to Marine Atlantic, and to act as a single point of contact for escalations.
2. The Supplier must utilize a formal Service Level Agreement process to clearly define the Supplier's commitments to Marine Atlantic and to measure the quality of service provided. The

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MA021-20-0048

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File No. - N° du dossier

HAL-0-85155

Buyer ID - Id de l'acheteur

ha1219

CCC No./N° CCC - FMS No./N° VME

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Supplier will work closely with Marine Atlantic to rapidly correct any deviations from the Service Level Agreement or any noted negative trends in service levels.

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## **ANNEX “B”**

### **BASIS OF PAYMENT**

Pricing is an all-inclusive pricing itemized as seen in Table 1 . All pricing to perform the work as described in the Statement of Work in Annex A, is to be included and accounted for within the pages of this attachment and is to be submitted as your financial proposal at the time of bid closing.

The Offeror MUST complete the Quantity (A), Unit Price (B), Monthly Rate (C) then Yearly Rate (D) columns for all line items in each table. Calculate the total by adding up the yearly totals for each item in column (D). In the event the Total Yearly Rate is not correctly calculated the unit rate will prevail.

The pricing must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

Prices are inclusive of ALL costs to do the Work (including, but not limited to: labour, equipment, fuel, materials, travel, accommodations, etc.)

If MAI requests removal of any software, equipment and hardware, there will be no financial penalty to MAI along with the monthly cost associated with the decommissioned software, equipment and hardware will be removed from the monthly billing cycle.

#### **Bid Evaluation:**

The estimated annual figures are for evaluation purposes only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

#### **The dates of the contract are as follows:**

Initial contract period: 2 years  
First option period: 2 years  
Second option period: 1 year

**Table 1.**

Item No.	Description	Quantity (A)	Unit Price (B)	Monthly Rate (C)	Monthly Rate x 12 = Yearly Rate (D)
1.1	Data Center Hosting		\$	\$	\$
1.2	Virtual Server Premium		\$	\$	\$
1.3	Virtual Server Backup		\$	\$	\$
1.4	Virtual Server OS Management		\$	\$	\$
1.5	Additional Public IP Address		\$	\$	\$
1.6	Virtual Server Internet Access		\$	\$	\$
1.7	Virtual Server Additional RAM		\$	\$	\$
1.8	Virtual Server Additional CPU		\$	\$	\$
1.9	Storage Area Network		\$	\$	\$
1.10	IP VPN High Performance Access		\$	\$	\$
1.11	SSL VPN		\$	\$	\$
<b>Co-Location</b>					
1.12	Virtual Server UDP Backup		\$	\$	\$
1.13	Storage Area Network		\$	\$	\$
1.14	Manage Physical Servers		\$	\$	\$
1.15	Manage Virtual Servers		\$	\$	\$
1.17	Co Location Dedicated Cabinet		\$	\$	\$
	<b>Total per Year (E)</b>				
	<b>Total for Five Years (E) x 5</b>				

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ha1219  
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An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (includes invoice costs, exchange, customs and brokerage charges).



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## ANNEX "1" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

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

OR

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

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Warehouseman's Legal Liability Insurance**

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$ 5,000,000. The Government's Property must be insured on a replacement cost basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
3. The following endorsements must be included:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
  - c. Loss Payee: Canada as its interest may appear or it may direct.
  - d. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Marine Atlantic Inc. and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### **3. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$4,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

## **ANNEX D**

### **ADDITIONAL REQUIREMENTS**

#### **1. TO BE PROVIDED UPON CONTRACT AWARD**

##### **Network**

1. Provide a description of its firewall general configuration and infrastructure, including capabilities for DMZ support and other common configurations.
2. Provide an overview of its philosophy with respect to the maintenance and operation of the network as it relates to Data Centre services. Please reference themes include security, password maintenance, monitoring and network controls, alerting, and other facets of network management.
3. Provide a detailed network diagram for the proposed solution and review/update semi-annually.

##### **Implementation/Migration/Transition**

1. The Supplier who has the highest ranking must agree, at the request of MAI, to arrange a visit for up to four (4) MAI employees to the proposed Data Centre facility. The visit must include the opportunity for the MAI team to meet with the host site's IT management.