



**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**

<b>Title - Sujet</b> Marine Satellite Communications Marine Satellite Communications - Ship to Shore Vessel Communications	
<b>Solicitation No. - N° de l'invitation</b> MA021-200052/A	<b>Date</b> 2021-01-13
<b>Client Reference No. - N° de référence du client</b> MA021-20-0052	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-219-11170	
<b>File No. - N° de dossier</b> HAL-0-85187 (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 2021-02-11</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**

**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>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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed in Annex "A" – Statement of Work

### **1.2 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.

### **1.3 epost Connect service**

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.

## **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: 90 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**

## 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

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[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 five (5) 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

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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 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder participate in the virtual site visit scheduled for **Thursday, January 21 at 8:30 a.m. (Newfoundland time); 9:00 a.m. (Atlantic)**.

Bidders are requested to communicate with the Contracting Authority no later than **5:00 p.m. Tuesday, January 19 (AST)** to confirm attendance participation. After your registration is received, you will be e-mailed a link to the virtual site visit. Any clarifications or changes to the bid solicitation resulting from the virtual site visit will be included as an amendment to the bid solicitation.

## 2.7 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.8 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

- 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)

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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

## **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex 1 to Part 4 – Technical Evaluation

##### **4.1.1.2 Point Rated Technical Criteria**

See Annex 1 to Part 4 – Technical Evaluation

#### **4.1.2 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 of 42 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 70 points.
2. Bids not meeting (a) or (b) or (c) 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 70 % for the technical merit and 30 % 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 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
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 70/30 ratio of technical merit and price, respectively. The total available points equals 70 and the lowest evaluated price is \$1,200,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	65/70	60/70	70/70
<b>Bid Evaluated Price</b>	\$105,000	\$110,000	\$115,000
<b>Technical Merit Score</b>	$65/70 \times 70 = 65$	$60/70 \times 70 = 60$	$70/70 \times 70 = 70$
<b>Calculations</b>			
<b>Pricing Score</b>	$\$105,000/\$105,000 \times 30 = 30$	$105,000/110,000 \times 30 = 38.18$	$105,000/115,000 \times 30 = 36.52$
<b>Combined Rating</b>	95	88.64	97.39
<b>Overall Rating</b>	2nd	3rd	1st

## ANNEX 1 TO PART 4 OF THE BID SOLICITATION

### **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.

<b>Item</b>	<b>Mandatory Technical criteria</b>	<b>Met / Not Met</b>	<b>Cross Reference to Proposal (please demonstrate experience in this column)</b>
MT1	<b><u>Proposed Solution</u></b> Provide a complete and detailed solution for private marine satellite communications. Solution to be fully capable of providing a highly available service within the location and environment for which MAI operates. The solution should be flexible from both a technological and financial perspective.		The bidder must provide complete project details including but not limited to: <ul style="list-style-type: none"><li>• Provide statistics and heat map.</li><li>• Reports that indicates the coverage and signal strength.</li><li>• Availability within the locations for MAI operates.</li><li>• Provides details on how the solution can be setup for corporate access and internet access only.</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)
MT2	<p><b><u>Security Requirements</u></b>            The Supplier must have security standards and information protection controls in place to protect MAI Corporate information.</p>		<p>The bidder must provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>• Provide a detailed description of current policies and information protection controls</li> <li>• Provide documentation that indicates the private network ensure PCI compliance for purpose of making banking and credit card transactions.</li> </ul>
MT3	<p><b><u>Support and Maintenance</u></b>            The Supplier must be able to provide support and maintenance for the Intellian v130 16W BUC Marine Stabilized VSAT antennas.</p>		<p>The bidder must provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>• Provide detailed description on the supplier's ability to provide support and maintenance for the mentioned VSAT antennas and infrastructure.</li> </ul>
MT4	<p><b><u>Services</u></b></p> <ol style="list-style-type: none"> <li>1. 2 VoIP lines per vessel</li> <li>2. Wi-Fi</li> <li>3. Corporate LAN connectivity</li> <li>4. Internet kiosks connectivity</li> <li>5. E-Commerce (Pin Pads)</li> <li>6. Configuration for automatic switching between VSAT and MAI corporate wifi while at dock.</li> </ol>		<p>The bidder must provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>• Provide details on each of the following services and describe how each service can be setup and supported.</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)
MT5	<p><b>Hardware</b>            Hardware and configuration is required to work with Marine Atlantic's existing setup.</p>		<p>The bidder must provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>• Describe the equipment required to support Marine Atlantic's existing setup</li> <li>• Provide details on the configuration and how it will work within current setup.</li> </ul>
MT6	<p>Describe how the proposed solution can segregate between LAN (local area network) and Wifi access.</p>		<p>The bidder should provide complete project details including but not limited to:</p> <ul style="list-style-type: none"> <li>• Provides details on how the solution can be setup for corporate access and internet access only.</li> <li>• Describe what options are available to MAI to connect to the corporate network and have a separate tunnel to internet.</li> <li>• Describe how QoS can work between Corporate Lan and Wifi.</li> </ul>

## **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 proposed resources will be declared non-responsive. Each point rated technical criterion should be addressed separately.

### Technical requirements:

Bidder is expected to propose a solution that is deemed, by the Bidder, to be fully capable of providing a highly available service within the location and environment for which MAI operates.

<b>Point Rated Technical Criteria - RT</b>			
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.			
<b>Item #</b>	<b>Point Rated Technical</b>	<b>Point Value</b>	<b>Cross Reference to Proposal</b>
<b>RT1</b>	Describe how the proposed solution addresses redundancy and disaster recovery in the event of a failure.	10 Points	The bidder is to provide complete project details including: <ul style="list-style-type: none"> <li>• Provide diagrams showcasing the redundancy setup (3)</li> <li>• Detail the DR (disaster recovery) plan (4)</li> <li>• Describe the support model by the vendor to manage a failure or interruption in service (3)</li> </ul>
<b>RT2</b>	Provide details for QoS on the proposed solution.	12 Points	The bidder is to provide complete project details including: <ul style="list-style-type: none"> <li>• Explain how QoS (quality of service) would work in MAI's environment (ie. Application/service priority) (5)</li> <li>• Provide details on available reporting for MAI</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.

			to review QoS statistics. (3) <ul style="list-style-type: none"> <li>• Provide details as to how MAI can monitor/control bandwidth consumption.(4)</li> </ul>
<b>RT3</b>	Describe any flexibility the proposed solution may have for upgrades to new technology offers or satellite bands in the future.	10 Points	The bidder is to provide complete project details including: <ul style="list-style-type: none"> <li>• Provide details on how the solution is scalable to meet future needs. (5)</li> <li>• Provide details on anticipated advancements / trends in satellite industry. (5)</li> </ul>
<b>RT4</b>	Provide a map that clearly outlines signal strength from proposed solution. Map should specifically focus on the area in which MAI operates	6 Points	Detail connectivity rate through the voyage (route), available bandwidth. (6)
<b>RT5</b>	REPORTING - Please describe service offering with respect to status reporting, web portals and account management post deployment	7 Points	The bidder is to provide complete project details including: <ul style="list-style-type: none"> <li>• Provide a link budget to demonstrate the design and performance of the satellite system. (1)</li> <li>• Provide details as to what would be available through a customer web portal. (2)</li> <li>• Provide a list of reports that will be available to MAI and the frequency. (1)</li> <li>• Notification system that</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.

			alerts when vessel VSAT is offline or not passing traffic. (3)
<b>RT6</b>	Service Level Agreement Provide a detailed service level agreement.	5 Points	The bidder must provide complete project details including: <ul style="list-style-type: none"> <li>• Regular business hours (.5)</li> <li>• Response times (1.5)</li> <li>• Mechanisms to contact the Supplier (1)</li> <li>• After hours support contact information (.5)</li> <li>• State response times on severity of the ticket and the escalation path. (1.5)</li> </ul>
<b>RT7</b>	Private secured voice and data network.	7 Points	The bidder must complete project details including: <ul style="list-style-type: none"> <li>• Describe how the bidder will provide a private, secured voice and data network across MAI's four vessels. (4)</li> <li>• Provide details as to the provision of bandwidth to be allocated solely to MAI (dedicated network connection). (3)</li> </ul>
<b>RT8</b>	Describe any Additional Services – Value Add under the service offering that may be	10 Points	The bidder must provide complete project details including: <p>Outline additional features that may be applicable to MAI, such as but not limited to;</p> <p>Data compression        Safety Features        Vessel Tracking</p>

**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.

			On board Services BYOD Email Media Data Management Cyber Detection / Monitoring
<b>Must meet Minimum of 42 points = 60% Threshold for Rated Criteria RT1 to RT8 inclusive.</b>			
<b>RT9</b>	Value add Services	13 Points	The bidder must provide complete project details including:  Other than the services specified in the Statement of Work, please describe other value added services that the Supplier can offer of strategic value to MAI resulting in a reliable, quality and cost effective service.

## **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 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 provided 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.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010C](#) (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to February 28, 2023 inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional periods under the same conditions. Optional Period 1 is for two years, and Optional Period 2 is for one year. 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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6.4.3 Delivery Points

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

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Richard  
Title: Acting Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row  
Halifax, NS B3J 1T3  
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.

##### 6.5.2 Project Authority

The Project Authority for the Contract is: **(TO BE ADVISED UPON AWARD)**

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

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 6.7 Payment

#### 6.7.1 Basis of Payment C0207C

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

#### 6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

#### 6.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

#### 6.7.4 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes – Foreign-based Contractor

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SACC Manual clause [C2605C](#) (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor

### **6.7.5 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);

### **6.8 Invoicing Instructions**

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

**invoices@marine-atlantic.ca**

### **6.9 Certifications and Additional Information**

#### **6.9.1 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.

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

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

#### **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4005 (2012-07-16) Telecommunications Services and Products;
- (c) the general conditions 2010C (2020-05-28), General Conditions: Services (medium complexity)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.12 Insurance 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.

## 6.13 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment

## 6.14 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.

Solicitation No. - N° de l'invitation

MA021-200052

Client Ref. No. - N° de réf. du client

MA021-20-0052

Amd. No. - N° de la modif.

File No. - N° du dossier  
HAL-0-85187

Buyer ID - Id de l'acheteur

hal219

CCC No./N° CCC - FMS No./N° VME

- 
- (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 qualified Supplier for the provision of a private marine satellite communications managed network service for ship to shore vessel communication. This network will provide MAI's vessels with support and maintenance, 2 VOIP lines per vessel and Internet Backhaul Services on four (4) vessels.

#### **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 Locations**

Delivery of an integrated corporate and employee voice & data services is required for the following:

1. Marine Atlantic vessels:
  - i. MV Blue Puttees
  - ii. MV Highlanders
  - iii. MV Atlantic Vision
  - iv. MV Leif Ericson

MAI reserves the right to add or remove MAI locations and vessels.

### **A.3 Routes**

Ferry services are available via two routes. The routes are:

1. Port Aux Basques, NL  
Latitude: 47 ° 35.01' North  
Longitude: 59 ° 08.02' West  
  
North Sydney, NS  
Latitude: 46 ° 12.47' North  
Longitude: 60 ° 14.24' West
2. Argentia, NL  
Latitude: 47 ° 17.44' North  
Longitude: 53 ° 59.41' West

First route is a daily service between Port aux Basques, Newfoundland and Labrador and North Sydney, Nova Scotia (178 km). Second route is a seasonal ferry service between Argentia, Newfoundland and Labrador and North Sydney, Nova Scotia, operating from mid-June to late September (520 km).

### **A.4. Current Satellite Communications**

Currently, MAI is operating with Intellian v130 8W BUC Marine Stabilized VSAT antennas, utilizing Ku Band using V-SAT with shared bandwidth CIR: 1536 / 512 MIR: 6144 / 2048.

Vessel satellite systems are installed on the bridge of the four vessels. The systems are identical and consist of the following components such as:

1. Intellian v130 16W BUC (customer owned)
2. FBB 250 (customer owned)
3. 2Cisco 4331 with Cisco switch 2960 (vendor owned)
4. Idirect X7 Modem (vendor owned)
5. IPSEC VPN to HQ
  - Cisco 4331 located at Halifax Data Centre (vendor owned)

The services provided using satellite network are the following such as:

1. 2 VoIP lines per vessel
2. Wi-Fi
3. Corporate LAN connectivity
4. Five Internet kiosks per vessel
5. E-Commerce (Pin Pads)

To meet increased bandwidth demands while in port, MAI has installed a wireless network connectivity that allows a docked vessel to communicate with the corporate LAN. When the vessel approaches within the wireless signal range at the port (Port aux Basques, Argentia and North Sydney), the system automatically switches from satellite to wireless network for corporate application with passenger WI-FI services remaining on the satellite network. Additionally, to compensate for satellite outages and provide higher bandwidth while at sea, MAI has deployed a cellular solution whereby when in the system is in range of cellular connectivity the system will switch from satellite to a cellular network.

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The existing satellite communications infrastructure on board each MAI vessel , as specified above, can be utilized in a new satellite communication proposal if proven to be the best technical infrastructure to utilize and provides cost efficiencies.

## **A.5 Requirements**

### A.5.1 Technical Requirements

- A. Minimum bandwidth: CIR: 1536 / 512 MIR: 6144 / 2048 shared among the four (4) named service vessels. Alternative designs that offer comparable bandwidth in a non-shared / dedicated design will also be considered.
- B. The provision of a private secured voice and data network across MAI's four (4) vessels. Bandwidth to be allocated solely to MAI (dedicated network connection);
- C. MAI is seeking solution that provides symmetrical bandwidth.
- D. Link availability  $\geq 99.6\%$ ;
- E. Options to maximize or enhance bandwidth through features such as Quality of Service (QoS) prioritization, data compression or bandwidth optimization software/hardware;
- F. Satellite frequency band to be typical to North American services (C, Ku, etc.)

### A.5.2 Requirements

- A. Provide all necessary hardware and configuration required to work with Marine Atlantic's existing setup.

### A.5.3 Services

The Supplier must be able to provide the following services:

- 1. 2 VoIP lines per vessel
- 2. Wi-Fi
- 3. Corporate LAN connectivity
- 4. Internet kiosks connectivity
- 5. E-Commerce (Pin Pads)

### A.5.4 Reporting

Reporting will be received within the first five business days after deployment. MAI will require regular reporting that effectively articulates the quality, availability, data/voice loss, service levels and overall 'health' of the satellite service. The Supplier would be required to provide this information through a combination of weekly statistical reports and regular monthly conference calls commencing after the first four weeks of deployment.

Additionally, MAI requires a Customer Web Portal that provides real-time access to service level and metrics.

### A.5.5 Professional and Support Maintenance Services

The Supplier will be responsible for ensuring system performance and provide resources in the event of failure or service affecting events. This includes services such as:

1. 24x7 support from customer service
2. Support and maintenance for the Intellian v130 16W BUC Marine Stabilized VSAT antennas.
3. Remote monitoring, diagnostic and troubleshooting capabilities
4. Remote performance management and monitoring
5. Networking monitoring to ensure service availability by service provider
6. Trouble-tracking system and escalation procedures for expedited resolution
7. Bidder to describe service levels and support model for Port Aux Basque, Argentina, and North Sydney
8. Electronic notification when vessel sat is offline and back online
9. MAI would prefer the successful Bidder to provide tier 1, 2 & 3 support. Please describe support model being offered

### **A.6 Additional Information**

1. MAI can request, repair, replace, upgrade or add equipment on any vessel if there is an opportunity to improve the overall infrastructure deployment for sustainability and connectivity.
2. MAI has the option to reduce or increase the bandwidth allocations throughout the term of the contract.
3. MAI has the option to purchase the Supplier's proposed solution at any time during the contract.

### **A.7 Travel and Expenses**

#### **7.1 General Considerations**

When travel is necessary the individual(s) making the arrangements are to consider the following:

- a) Travel must be completed in the most cost effective and efficient manner that enables the traveler to secure guaranteed and acceptable travel arrangements;
- b) Travel should be booked as far in advance as possible to avoid unnecessary costs; and
- c) Travelers must consult with MAI to obtain information about preferred/contracted vendors (hotels, rental cars, etc.) with MAI negotiated rates.

#### **7.2 Expense Entry and Submission**

- a) The traveler is not permitted to submit a claim for a meal or other expense when the meal or expense is paid for by an MAI employee, provided by a third party, or provided as part of a corporate function. The traveler is responsible for reducing the per diem or daily expense allowance accordingly.
- b) Purchase of alcoholic beverages is expressly forbidden under this policy. Claims for alcoholic beverages will be disallowed and deducted from any expense claims.

### 7.3 Receipts

Receipts are required for all expenditures. Credit card receipts are not considered acceptable receipts. The receipt must document the date, establishment where the purchase took place and the amount for which reimbursement is being requested. Where relevant, names of individuals in attendance must be listed on the receipt. Receipts for meals are not required when claiming a per diem.

### 7.4 Reimbursable Travel Expenses

#### 7.4.1 Accommodations

- a) Hotel accommodation shall be reimbursed at standard hotel accommodation room rates. Corporate rates should be negotiated at the time of reservation.
- b) Room upgrades offered at higher prices by the hotels should be declined.
- c) Travelers may stay at the home of relatives or friends and will be paid a daily allotment rate of \$50.00.
- d) When travelling, hotel accommodation must be booked at the lowest possible rate offered by the hotel.

#### 7.4.2 Vehicle Transportation

- a) The selection of the mode of transportation shall be based on use of approved vendors, safety, cost, duration, convenience, and practicality.
- b) Expenses associated with the selected mode of transportation shall be reimbursed based on receipts.
- c) The standard for rental vehicles is mid-size/intermediate. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveler should the traveler require accommodation for a disability, the number of people travelling together, and the bulk or weight of goods transported. Any exception to this standard must be documented with reason and pre-approved by MAI.
- d) When authorized to use a private vehicle for approved travel, the traveler shall be reimbursed at a rate of \$0.50 per kilometer.
- e) Where a receipt is not available, a declaration will suffice. Such expenses include legitimate mandatory transportation service charges and fees, incurred while on travel status, not otherwise paid (e.g. road/bridge tolls).
- f) Travelers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven for business travel.
- g) To avoid extra costs for vehicle fueling, rental cars must be returned to the rental company fully fueled.
- h) Travelers who are driven to or picked up from a public carrier terminal shall be reimbursed the kilometer rate based on the distance to and from the public carrier terminal for each round trip.
- i) Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.
- j) For every day on which a traveler is authorized to use a private vehicle for approved travel, the traveler shall be reimbursed the actual costs of parking/tolls for the vehicle during that period of time. Receipts must be provided, otherwise a declaration will be required as noted in 4.2 e).

#### 7.4.3 Air Travel

- a) The selection of the mode of transportation shall be based on safety, cost, duration, convenience, and practicality. Eligible expenses associated with the selected mode of transportation shall be reimbursed based on receipts, indicating the expense and currency. Such expenses include:
- i. miscellaneous charge order, for excess baggage/excess weight for commercial, private and/or chartered carriers (written explanation also required); and
  - ii. public carrier ticket "change fee" for legitimate authorized official business purposes. A written explanation is required for all change fees.
- b) Commercial Airlines
- c) The standard
- i. The standard for air travel is economy class. The airfare appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible. Frequent flyer programs must not influence the choice of airline for travel. Reasonable additional costs associated with ensuring seat availability are permitted.
  - ii. Accepted airlines are determined based upon the locations frequently used by the company. Seeking alternatives based upon cost factors is encouraged whenever it is available.

#### 7.4.4 Surface Travel

- a) The standard for rail travel is the next higher class after the full economy class.
- b) Taxis, shuttles and local transportation services are alternatives for local trips.  
Actual expenses, including reasonable gratuities, shall be reimbursed.

#### 7.5 Per Diem Rates

The following per diem rates have been established for meals:

Total Per Diem (all-inclusive): \$62.00  
Breakfast: \$14.00  
Lunch: \$18.00  
Dinner: \$30.00

## **ANNEX "B"**

### **BASIS OF PAYMENT**

**Regular Hours** are between 0800 to 1630 – Monday to Friday excluding Statutory Holidays.

Pricing is an all-inclusive (including hardware, etc) pricing itemized as seen in Tables 1 to 3. 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. Grand total for evaluation is total of Tables 1 -3 inclusive. Table 4 is must be completed and pricing may be used during the contract.

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.

If any items are not listed but are required for the Offeror's pricing, they may be added to the pricing tables as required.

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.

**Pricing Periods** for this requirement will be:

Initial Contract period: 2 years Date of award to February 28, 2023  
1<sup>st</sup> Optional Contract period: 2 year March 1, 2023 to February 28, 2025  
2<sup>nd</sup> Optional Contract period: 1 year March 1, 2025 to February 28, 2026

**Table 1. Initial Contract period: 2 years Date of award to February 28, 2023**

Per Vessel		Vessel Receive		Vessel Transmit		Cost	
Bandwidth Allocations Options		PIR	CIR	PIR	CIR	Monthly	Yearly (D)
		MBPS	MBPS	MBPS	MBPS		
2 MBPS (Current in use)		6	1.5	2	0.5	\$	\$
Item No.	Description	Quantity (A)	Unit Price (B)	Monthly Rate (C)	Monthly Rate x 12 = Yearly Rate (D)		
1.1	Fleet Broadband		\$	\$	\$		
1.2	VOIP		\$	\$	\$		
1.3	Annual Preventative Maintenance (4 Vessels)		\$	\$	\$		
1.4	VSAT Spares Kit		\$	\$	\$		
1.5			\$	\$	\$		
1.6			\$	\$	\$		
1.7			\$	\$	\$		
<b>YEARLY TOTAL</b>						\$	
<b>YEARLY TOTAL x 2 = CONTRACT PRICE (2 YEARS)</b>						\$	

**Table 2. 1<sup>st</sup> Optional period: 2 year - March 1, 2023 to February 28, 2025**

Per Vessel Bandwidth Allocations Options		Vessel Receive		Vessel Transmit		Cost	
		PIR	CIR	PIR	CIR		
		MBPS	MBPS	MBPS	MBPS	Monthly	Yearly (D)
2 MBPS (Current in use)		6	1.5	2	0.5	\$	\$
Item No.	Description	Quantity (A)	Unit Price (B)	Monthly Rate (C)	Monthly Rate x 12 = Yearly Rate (D)		
1.1	Fleet Broadband		\$	\$	\$		
1.2	VOIP		\$	\$	\$		
1.3	Annual Preventative Maintenance (4 Vessels)		\$	\$	\$		
1.4	VSAT Spares Kit		\$	\$	\$		
1.5			\$	\$	\$		
1.6			\$	\$	\$		
1.7			\$	\$	\$		
<b>YEARLY TOTAL</b>							
<b>YEARLY TOTAL x 2 = PRICE OPTION PERIOD 1 (2 YEARS)</b>							

**Table 3. 2nd Optional period: 1 year March 1, 2025 to February 28, 2026**

Per Vessel Bandwidth Allocations Options		Vessel Receive		Vessel Transmit		Cost	
		PIR	CIR	PIR	CIR		
		MBPS	MBPS	MBPS	MBPS	Monthly	Yearly (D)
2 MBPS (Current in use)		6	1.5	2	0.5	\$	\$
Item No.	Description	Quantity (A)	Unit Price (B)	Monthly Rate (C)	Monthly Rate x 12 = Yearly Rate (D)		
1.1	Fleet Broadband		\$	\$	\$		
1.2	VOIP		\$	\$	\$		
1.3	Annual Preventative Maintenance (4 Vessels)		\$	\$	\$		
1.4	VSAT Spares Kit		\$	\$	\$		
1.5			\$	\$	\$		
1.6			\$	\$	\$		
1.7			\$	\$	\$		
<b>YEARLY TOTAL OPTION PERIOD 2 (1 YEAR)</b>							

**Total Evaluated Price:**

Total from Table 1: \_\_\_\_\_

Total from Table 2: \_\_\_\_\_

Total from Table 3: \_\_\_\_\_

**Grand Total:** \_\_\_\_\_

**Table 4.**

<b>Per Vessel</b>		<b>Vessel Receive</b>		<b>Vessel Transmit</b>		<b>Cost Per Month</b>
<b>Bandwidth</b>		<b>PIR</b>	<b>CIR</b>	<b>PIR</b>	<b>CIR</b>	
<b>Allocations Options</b>		<b>MBPS</b>	<b>MBPS</b>	<b>MBPS</b>	<b>MBPS</b>	
<b>1.1</b>	<b>2.8 MBPS</b>	8	2	<b>2</b>	<b>0.8</b>	<b>\$</b>
<b>1.2</b>	<b>4 MBPS</b>	10	3	<b>3</b>	<b>1</b>	<b>\$</b>
<b>1.3</b>	<b>8 MBPS</b>	12	6	<b>5</b>	<b>2</b>	<b>\$</b>
<b>1.4</b>	<b>16 MBPS</b>	24	12	<b>8</b>	<b>4</b>	<b>\$</b>
<b>1.5</b>	<b>24 MBPS</b>	25	18	<b>12</b>	<b>6</b>	<b>\$</b>
<b>1.6</b>	<b>32 MBPS</b>	32	24	10	8	<b>\$</b>
<b>1.7</b>	<b>40 MBPS</b>	40	30	15	10	<b>\$</b>

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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)

## ANNEX C

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability

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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - 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

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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:**

*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. Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$5,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. 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.

### 3. Ship Repairer's Liability Insurance

1. The Contractor must obtain Ship Repairers' 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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairers' Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. 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 vessel, however caused.
  - c. 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.
  - d. 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.
  - 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. 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:**

*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-

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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.

#### **4. 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 \$2,000,000 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.