

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

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

Title - Sujet SUPPORT TO OCEAN WORKSTATION 1.0	
Solicitation No. - N° de l'invitation W8482-133224/A	Date 2013-02-25
Client Reference No. - N° de référence du client W8482-133224	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-106-23594	
File No. - N° de dossier 106qf.W8482-133224	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-09	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Mastantuono, Ricardo	Buyer Id - Id de l'acheteur 106qf
Telephone No. - N° de téléphone (819) 956-5771 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

Electronics, Simulators and Defence Systems Div. /Division
des systèmes électroniques et des systèmes de simulation et
de défense

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	CPO1 ADM (MAT) DGMEPM/DGLEPM/DGAFFPM ON Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMEPM NP - DMARP 101 COLONEL BY DR. ATT: DMARP 3-3-7 OTTAWA Ontario K1A0K2 Canada


 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No. W8482-133224/A		Part - Partie 1 of - de 2	
				See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions			
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req. Del. Offered Liv. offerte
1	SUPPORT TO OCEAN WORKSTATION 1.0	D - 1	W8482	1	SU	\$	See Herein

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PART 1 - GENERAL INFORMATION

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: includes the certifications 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.

2. Summary

- (i) The Department of National Defence (DND) requires the services of a Contractor to provide ongoing technical support and maintenance of the Ocean Work Station (OWS) Version 1.0 software. The Work to be performed also includes the tasking of services related to Technical Investigations and Engineering Studies (Type 2) and Field Service Representative (FSR) Support (Type 3), as per the SOW (Annex B).

Type 2 & 3 work will be done on an "as and when required" basis and shall be authorized in accordance with the Task Authorization Procedures as outlined in Annex D.

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- (ii) The Contract is for a three (3) year period commencing on the date of Contract Award. The Contract also includes an irrevocable option to extend the Period of Performance by up to two (2) additional one (1) year periods.
 - (iii) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.
 - (iv) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation, and are further amended as follows:

Submission of Bids (Bid Validity Period)

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the **province of Ontario**.

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

5. 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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

-
- 6.4.2) the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies, with 1 marked "Master")

Section II: Financial Bid (2 hard copies, with 1 marked "Master")

Section III: Certifications (2 hard copies, with 1 marked "Master")

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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.

In their technical bid, Bidders must also describe their capability and experience, the project management team and provide client contact(s).

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

1.1 Bidders must submit their financial bid in accordance with Annex C, Price and Delivery.

1.1.1 The prices shall be quoted in the currency of the Bidder's choice for Appendix 1, Table 1, and Appendix 2, Tables 1, 2 and 3.

1.1.2 The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

1.1.3 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex F & G.

1.2 Financial Evaluation

Evaluation of Price

The price of the bid, including options, will be evaluated in Canadian dollars, Goods and Services Tax or the Harmonized Sales Tax is excluded. For evaluation purposes, Canada shall convert bids made in foreign (non-Canadian) currency using the noon rate posted by the Bank of Canada in effect on the bid closing date.

2. 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.
- 2. Bids not meeting (a) and (b) 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 60% for the technical merit and 40% 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 60%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		<u>Bidder 1</u>	<u>Bidder 2</u>	<u>Bidder 3</u>
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		55,000	50,000	45,000
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.69
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a Contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a Contract) and after award of a Contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a Contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies,

firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form-PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

2.1 Federal Contractors Program - \$200,000 or more - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government Contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to Contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible Contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government Contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible Contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible Contractors, including a bid from a joint venture that has a member who is an ineligible Contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- A. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- B. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- C. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- D. () is subject to the FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible Contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

2.2 Former Public Servant Certification - Competitive Requirements

Contracts with 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 with FPS, bidders must provide the information required below.

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 FPS in receipt of a pension, as applicable:

- A. name of former public servant;
- B. date of termination of employment or retirement from the Public Service.

By providing this information, 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

2.3 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.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

2.4 Education and Experience

Solicitation No. - N° de l'invitation

W8482-133224/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

106qf

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-133224

106qfW8482-133224

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.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. Financial Capability

1. Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - A. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

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- B. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - C. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - I. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - II. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - D. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - E. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - F. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - G. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

-
3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - A. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - B. the Bidder authorizes the use of the information for this requirement. It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
 5. Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
 6. Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).
 7. Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must perform the Work in accordance with the SOW (Annex B) and in accordance with the terms and conditions of the Contract.

1.1 The work to be performed under this Contract can be summarized as follows:

- A. Type 1 - Ongoing technical support and maintenance of the Ocean Work Station (OWS) Version 1.0 software;
- B. Type 2 - Technical Investigations and Engineering Studies (TIES); and
- C. Type 3 - Field Service Representative (FSR) Support.

1.2 Additional Work Requirements

Additional Work Requirements can encompass Work that is either:

- Included within the current Contract requirements. Such work may be authorized as a Task Authorization or Contract Amendment; or
- Not included within the current Contract requirements, but within the scope of the Contract. Such work can be authorized using a Task Authorization or Contract Amendment.

Contract Amendments:

In the event that modifications, i.e. Design Changes, Engineering Changes or other additional work are introduced, such changes/additional work will be authorized/implemented in accordance with Article 1.3, Changes in the Work, and, if applicable, associated costs and level of effort will be negotiated in accordance with Article 1.4, Pricing of Changes.

Task Authorizations:

"As and when required" and in accordance with the SOW and its related Appendices, the Contractor will be required to initiate and perform tasks based on specified requirements to be defined throughout the duration of the Contract. The Contractor will be authorized in accordance with Annex D, Task Authorization Procedures, and the

tasks will be priced in accordance with Article 1.4, Pricing of Changes, if applicable. The Contractor must not proceed with the work until it has received a duly signed and authorized Task Authorization. The Contractor shall perform and manage the Task Authorizations in accordance with the process described at Annex D, Task Authorization Procedures.

1.3 Changes in the Work

1. The Contracting Authority may, by notice, from time to time, request changes (additions, deletions, substitutions) in the Work, if the change is deemed by Canada to be within the general scope of the Contract. Upon receipt of such notice, the Contractor must prepare a proposal, supported by the necessary documentation, as to:
 - (i) the resulting decrease or increase, if any, of the cost of the work which the proposed change will cause in accordance with Article 1.4; and
 - (ii) the additional time, if any, which will be required to perform the work, including a forecast of the effect on any delivery schedule(s).
2. Any adjustment to the Contract Price must be negotiated and agreed to by the Parties in accordance with Article 1.4, Pricing of Changes, of the Contract.
3. No one other than the Contracting Authority has the authority to approve any amendments or changes to this Contract. The Contractor must promptly report to the Contracting Authority any direction given by anyone other than the Contracting Authority that might result in any such amendments or change.

1.4 Pricing of Changes

1. For Pricing of Changes, the Contractor must provide a proposal with detailed cost breakdown estimates by Labour Categories using the rates at Annex C, Price and Delivery, Appendix 2, Table 1, for the period in which the Work is performed, material and other direct cost duly supported (with supplier, sub-contractor quotations or other appropriate documentation accepted by Canada).
 - *For direct Work:* Proposed direct labour hours to be expended at the rates set out in Annex C, Appendix 2, Table 1, Article 1, for the period in which the work is to be performed.
 - *For Materials and Subcontracts:* Proposed Laid Down Cost plus applicable markups at the rates set out in Annex C, Appendix 2, Table 1, Article 2 and 3, for the period in which the work is to be performed.

- *For Travel and Living Expenses:* Authorized travel and living expenses, in accordance with Article 6.1.2, reasonably incurred in the performance of the Work, at cost, without any allowance for overhead and profit.

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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

1031-2 (2012-07-16), Contract Cost Principles, apply to and form part of the Contract.

2035 (2012-11-19), General Conditions - Services (Higher Complexity), apply to and form part of the Contract.

2.2 Supplemental General Conditions

4002 (2010-08-16), Software Development or Modification Services, apply to and form part of the Contract.

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

3. Security Requirement

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.

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3. The Contractor MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - (b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The Contract is for a three (3) year period commencing on the date of Contract Award.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Contract Amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ricardo Mastantuono
Supply Team Leader
PWGSC - Acquisitions Branch
Electronics, Munitions and Tactical
Systems Procurement Directorate

11 rue Laurier
Gatineau, QC., K1A 0S5
Tel.: 819-956-5771
Facs.: 819-956-5650
E-mail: Ricardo.Mastantuono@pwgsc-tpsgc.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.

5.2 Technical Authority

The Technical Authority for the Contract is:

TBD

The Technical Authority named above 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 Technical Authority, however the Technical 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.

5.3 Procurement (Requisition) Authority

The Procurement Authority for the Contract is:

TBD

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a Contract Amendment issued by the Contracting Authority.

5.4 Contractor's Representative (*To be filled in by bidder in bid submission*)

Name and contact information of the person(s) responsible for the following:

General Inquiries:

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Delivery Inquiries:

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor **will be paid the rates as specified in Annex C, Price and Delivery**, GST/HST extra and shown separately, if applicable, as follows:

6.1.1 Type 1

Firm Monthly Prices to provide ongoing technical support and maintenance of the Ocean Work Station (OWS) Version 1.0 software in accordance with Annex C, Price and Delivery, Appendix 1, Table 1.

6.1.2 Type 2 & 3

Firm Price, Ceiling Price and/or Limitation of Expenditure Prices for work related to TIES and FSR Support authorized in accordance with Article 1.2, Additional Work Requirements, of the Contract, and priced in accordance with Article 1.4, Pricing of Changes, of the Contract.

6.1.2 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

6.1.3 Rate Negotiation for Option Years

The established rates for the previous year shall be used as interim billing rates until the pending completion of the annual rate negotiations between PWGSC and the Contractor in accordance with the Contract Cost Principles 1031-2. Upon completion of annual negotiations between PWGSC and the Contract, the interim billing rates will be adjusted downwards or upwards accordingly. Final rates will be provided by the Contracting Authority and incorporated into the Contract by Amendment.

6.2 **Limitation of Expenditure (Cumulative total for all work)**

1. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with Article 6.1, Basis of Payment, of the Contract, **to a limitation of expenditure of \$ _____ [to be inserted at Contract Award]**, GST/HST extra and shown separately, if applicable.
2. The Contractor must not perform any work or service(s) or supply any article(s) which would cause the total cost to Canada to exceed the said sums. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A) it is 75 percent committed, or
 - B) four (4) months prior to the Contract expiry date, or
 - C) as soon as the Contractor considers that the Contract funds provided are adequate 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.
4. Included in the financial limitation indicated in Article 6.2(1) above, Canada's total liability to the Contractor for Task Authorizations related to:
 - Type 1 work (i.e. the ongoing technical support and maintenance of the Ocean Work Station (OWS) Version 1.0 software) **must not exceed \$ _____ [to be inserted at Contract Award]**, GST/ HST extra and shown separately, if applicable;
 - Type 2 work **must not exceed \$ _____ [to be inserted at Contract Award]**, GST/ HST extra and shown separately, if applicable; and
 - Type 3 work **must not exceed \$ _____ [to be inserted at Contract Award]**, GST/HST extra and shown separately, if applicable.
5. No payments shall be made to the Contractor in excess of the amounts shown above unless the Contracting Authority has approved the changes in writing. No increase in the total liability of Canada or in the price of Work resulting from, but not limited to, design changes, modifications or interpretations of the Work, etc. made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not be obliged to perform any Work or provide any service(s) without prior approval from the Contracting Authority.

6.3 Method of Payment

6.3.1 Monthly Payment [Type 1 (ongoing technical support and maintenance of the Ocean Work Station (OWS) Version 1.0 software)]

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

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

6.3.2 Multiple Payments [(Type 2 (TIES) & Type 2 (FSR Support))]

Canada will pay the Contractor **upon completion and delivery of all the work**, as specified under each Task Authorization only if:

- A. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- B. all such documents have been verified by Canada;
- C. the Work delivered has been accepted by Canada.

6.4 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.5 T1204 - Direct Request by Customer Department

- 1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to Contractors, in writing or by telephone).

6.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.7 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.

Each invoice must be supported by:

- A. a copy of time sheets to support the time claimed; and
 - B. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
 - A. The original and one (1) copy must be forwarded to the Requisition Authority identified under the section entitled "Authorities" of the Contract.
 - B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - C. One (1) copy must be forwarded to the consignee.
3. Payment will only be made on receipt of satisfactory invoices duly supported by documents required by the resulting Contract.

7. Delivery, Quality, Inspection and Acceptance

7.1 ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 "Quality management systems - Requirements."

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

7.2 Inspection and Acceptance

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

8. Certifications

8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. 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) 2035 (2012-11-19), General Conditions - Higher Complexity - Services;
- (c) 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (d) 4002 (2010-08-16), Software Development or Modification Services;
- (e) 1031-2 (2012-07-16), Contract Cost Principles;
- (f) Annex C, Price and Delivery;
- (g) Annex B, SOW;
- (h) Annex A, SRCL; and
- (i) the signed Task Authorizations (including all of its annexes, if any).

11. Defence Contract

The Contract is a defence Contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

11.1 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

11.2 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The

Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

12. Foreign Nationals

12.1 Canadian Contractor

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

12.2 Foreign Contractor

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

13. Insurance

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

Solicitation No. - N° de l'invitation

W8482-133224/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

106qf

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

W8482-133224

File No. - N° du dossier

106qfW8482-133224

CCC No./N° CCC - FMS No/ N° VME

Annex A - SRCL

Annex B - SOW

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List of acronyms

APS	Automated Processing System (NRL Stennis software)
AVHRR	Advanced Very High Resolution Radiometer
C-APS	Canadian APS
CF	Canadian Forces
CSIAPS	Commercial Satellite Imagery Acquisition Planning System (DRDC Ottawa software)
DND	Department of National Defence
DRDC	Defence Research & Development Canada
ES	Environmental Sensing
FSR	Field Service Representative
GTS	Global Telecommunication System
IA Pro	Image Analyst Pro (DRDC Ottawa software)
LCMM	Life Cycle Material Management
MERIS	MEDium Resolution Imaging Spectrometer
MetOc	Meteorology and Oceanography
MODIS	Moderate Resolution Imaging Spectroradiometer
NWP	Numerical Weather Prediction
NEODF	National Earth Observation Data Framework
NOAA	National Oceanic and Atmospheric Administration
NRL	Naval Research Laboratory (USA)
NRTSD	Near Real Time Ship Detection
OFA	Ocean Features Analysis
OGD	Other Government Department
OWS	Ocean Work Station
PMI	Project Management Institute
PE	Polar Epsilon
R&D	Research and Development
SAR	Synthetic Aperture Radar
SOFTD	SAR Ocean Feature Detection Tool (an IA Pro tool)
SOIN	Spaceborne Ocean Intelligence Network
SOW	Statement of Work
SST	Sea Surface Temperature
TA	Technical Authority
TIES	Technical Investigation and Engineering Support

PART 1 - ONGOING TECHNICAL MAINTENANCE OF THE OWS VERSION 1.0 SOFTWARE

1.0 Scope

1.1 Purpose

The purpose of this Statement of Work (SOW) is to provide continuous ongoing maintenance and support for the Canadian Navy's operational Ocean Work Station (OWS) Version 1.0.

1.2 Background

OWS 1.0 is a hybrid of the original OWS and the infrastructure and capabilities created and delivered by the Spaceborne Ocean Intelligence Network (SOIN) project.

The Canadian Forces (CF) developed the OWS to assist in the analysis of oceanographic in-situ observations and remotely sensed (i.e., satellite) data. The OWS is coupled with a high speed internet feed and is capable of ingesting large volumes of raw data, including Advanced Very High Resolution Radiometer (AVHRR) Sea Surface Temperature (SST) from the National Oceanic and Atmospheric Administration (NOAA) operational satellites, Moderate Resolution Imaging Spectrometer (MODIS) data from the Aqua and Terra satellite, bathythermograph information, drifting buoy measurements (including Argo buoy data) and ship reported SST data from the Global Telecommunications System (GTS).

The OWS analyzes the collected data using weighted Kriging functions to produce a SST and an Ocean Features Analysis (OFA) product. These products are then disseminated to the operational naval fleets on both the East and West coasts via internal Department of National Defence (DND) networks. Recently modernized and standardized across the Canadian Navy, the OWS can now ingest and utilize ocean model data in the creation of its products. The SOIN project seeks to enhance operational use of RADARSAT Synthetic Aperture RADAR (SAR) data in the maritime environment, and to do so it is developing and implementing complementary infrastructure, data protocols and software tools for automating product generation.

As depicted in Figure 1, SOIN is initialized with RADARSAT 2, AVHRR, MODIS, and MERIS satellite data (e.g. thermal and ocean colour). The infrastructure and new capabilities created by the SOIN project are intended to operationally provide the OWS with new sources of tailored satellite data and new software tools for automating manual processes. The SOIN / OWS hybrid system will be renamed OWS 1.0. This new operational oceanographic system will provide greater operational flexibility, next-generation versions of existing products and new environmental products, all in geospatially-compatible formats. OWS 1.0 is unique and unequalled in international navies.

While the simplicity of the original OWS allowed for its management and operation by Canadian naval staff, and the infrequent minor updates and software changes could be awarded and executed by singular individuals in private industry, the complexity and sophistication of OWS 1.0 will no longer allow occasional maintenance and in-frequent updates performed on an ad-hoc basis. OWS 1.0 requires dedicated, frequent, knowledgeable and scientifically-sound continuous and ongoing maintenance and support.

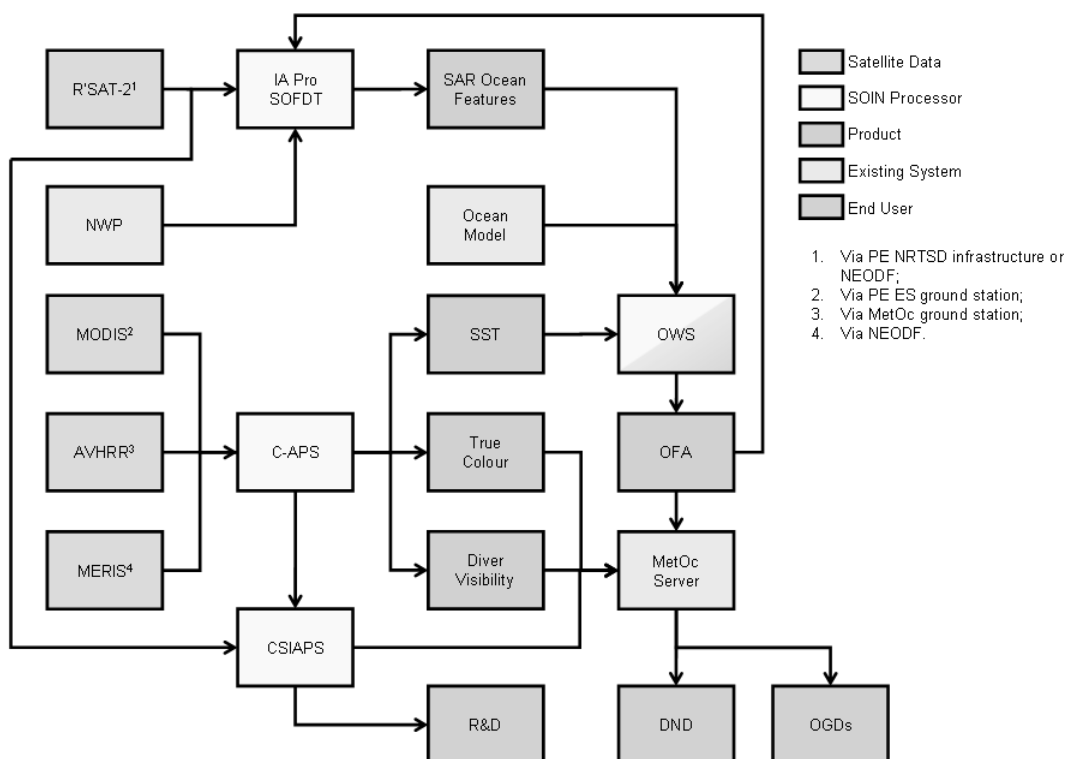


Figure 1 - SOIN Architecture

2.0 Applicable Documents

The following documents of the latest issue and revision, form part of this SOW to the extent specified herein.

2.1 DND Standards and Specifications

- a. C-02-005-011/AM-000 Procedures and Guidelines for Mobile Repair Parties Manned by Contractor Personnel

3.0 Requirements

3.1 Tasks

The contractor shall:

- a. Provide ongoing maintenance and support of the OWS Version 1.0 software to include hardware and software installation, updates, and on-site system troubleshooting and repairs to address any arising related to a malfunctioning or inoperative OWS 1.0. It is not possible for technical support maintenance to be conducted remotely due to restrictions and limitations on logging in remotely to DND networks. Regular on-site visits will need to be conducted both at MetOc Halifax and MetOc Esquimalt at least bi-monthly (one full day every two weeks, or equivalent) to perform routine housekeeping duties on the system, such as (but not limited to) file system cleanup, archiving data, monitoring system logs, and generating SOIN R&D support products (APS SST composites, IA Pro Radarsat-2 images);
- b. Provide an on-line trouble ticket submission and notification system so that operational problems can be identified to the vendor and all users, with the goal of having them rectified within 48 hours. If the problem is beyond the scope of the contract, or if it cannot be rectified by the vendor within 48 hours, a report (in the form of an email) recommending actions to be taken to solve the problem is required. The trouble ticket system will record the details and nature of the incident, actions taken to rectify the problem, and whether the problem is rectified. All incidents are to be tracked in an online database;
- c. The contractor will not be required to perform support or maintenance on the satellite infrastructure for AVHRR and MODIS, or for the IA Pro software, but shall be responsible for ensuring that the data transfer of outputs from these systems to the OWS and APS occurs using various internal military networks. This type of work shall include (but not be limited to):
 - A. the transfer of MODIS, AVHRR, satellite data from the respective systems to the APS and OWS; and
 - B. the transfer of 3D ocean model data, and other existing data streams to the OWS.

-
- d. Coordinate the integration and implementation of hardware and software infrastructure components, participate in technical teams, organize progress and final meetings, provide expert advice in defining new requirements and opportunities for applying efficient and effective solutions, identify and provide preliminary costs of potential options, and organize and deliver demonstration initiatives, including field trial and audio-visual presentations;
 - e. Synthesize and communicate the results of all work, system development, research and meetings, and coordinate the preparation and delivery of quarterly and end-FY reports to include a detailed summary of the year's progress and accomplishment, and detailed proposals for follow-on development; and
 - f. If applicable, use open source tools so as to ensure all proposed technologies are open, adaptable, modifiable or capable of being optimized. Should the contractor use proprietary tools, it is essential that these be adaptable to a specific context and that the contractor has the capability to modify, add or optimize some of the information processes, or even to develop new interfaces or web services allowing these modules to communicate with the other components of the system.

3.2 Constraints

All computer processes, computer scripts / codes / programs, software, OWS Version 1.0 products, OWS Version 1.0 infrastructure and system architecture, and all other associated products and outputs associated with this contract shall be the sole Intellectual Property of DND.

4.0 Deliverables

Specific deliverables shall include the following, be on 8.5x11 white paper printed as Portable Document Format (PDF) and delivered electronically:

- a. quarterly reports to include a detailed summary of the quarter's activity, task progress (if applicable) and accomplishment, troubleshooting activities and results, debugging activities and results, system repairs, hours worked, overall system status, and proposals for follow-on development and modification; and
- b. end-FY reports to include a detailed summary of the year's progress and accomplishment, a summary of the more significant troubleshooting activities and results, overall system status, and detailed proposals for next FY development and modification.

Documented scripts and code written in native format to support new and/or existing functionality to be delivered electronically.

PART 2 - TIES/FSR SUPPORT

1.0 General

- 1.1 DND has a requirement for Technical Investigation and Engineering Support (TIES) and on-site Field Service Support (FSR) to support activities of Life Cycle Material Management (LCMM) for the Ocean Work Station (OWS) system.

2.0 TIES Requirement

- 2.1 To provide TIES on an "as required basis" as directed by the Technical Authority (TA) during the period identified in this contract.
- 2.2 The specific tasks may include, but are not restricted to, the following:
- 2.2.1 Investigate data files produced by OWS user to evaluate and review system performance;
 - 2.2.2 Investigate and produce specific software and hardware enhancements;
 - 2.2.3 Conducting technical investigations and reporting findings, including making recommendations supported by engineering data;
 - 2.2.4 Conducting engineering studies and submitting required reports;
 - 2.2.5 Designing and developing modifications as a result of Technical Investigation or Engineering Studies;
 - 2.2.6 Preparing preliminary or final Engineering Change Proposals (ECP); and
 - 2.2.7 Manufacturing and assembling prototype modifications, carrying out trial installations, and/or reporting on the effectiveness of a modification.

3.0 Field Service Representative (FSR)

- 3.1 The Contractor shall provide on an "as requested basis" an experienced Field Service Representative (FSR) to provide the following services at the MetOc Centers on Canada's east and west coasts:
- 3.1.1 Investigations of operational problems;
 - 3.1.2 Software trouble reports and hardware and software faults;
 - 3.1.3 Making repairs when practical and when authorized to do so;
 - 3.1.4 Investigate and make recommendations on maintenance practices and procedures; and

3.1.5 Provide technical and engineering assistance to Fleet Maintenance Facilities (FMFs) for work on the OWS or its components as required.

4.0 Support to Contractor

- 4.1 When the Contractor is required to do work at locations under DND's control, the TA will make provisions for security clearances, workspace and administrative support for Contractor personnel at these locations.
- 4.2 Provision will be made for the Contractor to have access to technical material and DND facilities as deemed necessary by the TA.
- 4.3 When it is deemed necessary by the TA for the performance of the task, the following assistance will be provided:
 - 4.3.1 Copies of appropriate data required in order to perform the Work by the Contractor;
 - 4.3.2 Other available information and assistance requested by the Contractor subject to the concurrence of the TA; and
 - 4.3.3 Access to a specialist project officer designated by the TA to carry out periodic informal consultations with the Contractor on an as-required basis;
- 4.4 Upon completion of the task, or upon written request from the TA, the Contractor shall turn over to DND all equipment, material, and copies of working papers, reports, drawings, notes and memoranda which were obtained from DND in relation to specific tasks.

Annex C - Price and Delivery

1. Purpose

This Annex outlines the following:

- Firm Monthly Rates for Project Managemnet; and
- Firm Rates, Overhead and Profit for Task Authorizations.

2. Table of Contents

Appendix 1 - Ongoing Technical Support and Maintenance of the Ocean Work Station (OWS) Version 1.0 software

Table 1 - Firm Monthly Rates

Appendix 2 - Firm Rates for Labour, Material and Subcontracts

Table 1 - Firm Rates for Labour, Material and Subcontracts

Appendix 3 - Approved Task Authorizations

Table 1 - Task Authorizations

3. Currency

The rates (found below) are expressed in the following currency: _____ (Canadian currency is preferable).

Appendix 1 - Table 1 - Project Management

The following Firm Monthly Rates apply to the ongoing technical support and maintenance of the Ocean Work Station (OWS) Version 1.0 software.

	Estimated # Months	Contract Award to 36 MACA	Total	49 MACA to 60 MACA (Option Year # 1)	61 MACA to 72 MACA (Optional Year # 2)
Monthly Rate	For evaluation purposes 36 months will be used.				

MACA: Months After Contract Award

Appendix 2 - Table 1 - Firm Rates for Labour, Materiel and Subcontracts

The following rates and guidelines will be used in the determination of the Pricing for Changes (Article 1.4 of this Contract).

1. Firm Hourly Rates

The following rates are inclusive of all overhead and profit and will be used to calculate the labour costs for any Task Authorization.

Labour Category	Estimated # Hours(*)	Contract Award to 36 MACA	Total	37 to 48 MACA (Option Year # 1)	49 to 60 MACA (Option Year # 2)
Project Manager(*)	For evaluation purposes only 300 hours will be used.				
Scientific Consultant(*)	For evaluation purposes only 600 hours will be used.				
Software Developer(*)	For evaluation purposes only 1000 hours will be used.				
Software Technician(*)	For evaluation purposes only 540 hours will be used.				

(*) Must not be interpreted as a reflection of the Level of Effort that will be required for the 1st three (3) years.

2. Firm Material Mark-up Rate

The following rates are inclusive of profit and will apply to any material/spares used in the repair of equipment authorized in accordance with the terms of the Contract.

	\$ Expenditure	Contract Award to 36 MACA	Total	49 MACA to 60 MACA (Option Year # 1)	61 MACA to 72 MACA (Optional Year # 2)
Mark-up Rate	For evaluation purposes \$50,000.00 will be used.				

(*) Must not be interpreted as a reflection of the Estimated Expenditure that will be required for the 1st three (3) years.

3. Firm Subcontracts Mark-up Rate

The following rates are inclusive of profit and will apply to the performance of the Work by authorized Subcontractors.

	\$ Expenditure	Contract Award to 36 MACA	Total	49 MACA to 60 MACA (Option Year # 1)	61 MACA to 72 MACA (Optional Year # 2)
Mark-up Rate	For evaluation purposes \$50,000.00 will be used.				

(*) Must not be interpreted as a reflection of the Estimated Expenditure that will be required for the 1st three (3) years.

MACA: Months After Contract Award

Appendix 3 - Table 1 - Task Authorizations

Solicitation No. - N° de l'invitation
W8482-133148
Client Ref. No. - N° de réf. du client
W8482-133148

Amd. No. - N° de la modif.
File No. - N° du dossier
106qfW8482-133148

Buyer ID - Id de l'acheteur
106qf
CCC No./N° CCC - FMS No./N° VME

This table will be amended, as and when required, to incorporate approved Task Authorizations. All Task Authorizations will be approved in accordance with Article 1.3 and Annex D, Task Authorizations Procedures, of the Contract.

TA #	Description	BoP: Firm, Ceiling or LoE Price	Value (\$)	Delivery	Remarks	Completed (Y/N)

TA: Task Authorization
BoP: Basis of Payment
LoE: Limitation of Expenditure

Annex D - Task Authorization Procedures

This Annex outlines the procedures to be followed as well as the principles that will be used to govern the issuance of Task Authorizations under this Contract.

1. Scope

Task Authorizations will be used to authorize the Contractor to carry out work that is not a permanent change to the Contract and is within the scope of the Contract, including, but not limited to, Work identified within the SOW as requiring the use of a Task Authorization. Task Authorizations may or may not include additional costs. All Task Authorizations must be preauthorized and a Task Authorization Form (DND 626) is to be used (example in Annex E, Forms).

The use of Task Authorizations includes, but is not limited to, the following requirements outlined in the SOW (Annex B):

- Type 2 - Technical Investigations and Engineering Studies (TIES); and
- Type 3 - Field Service Representative (FSR) Support.

A Contract Amendment, duly negotiated and signed by the Contractor and the Contracting Authority, will be used when proposed Work is outside the scope of the existing Contract and or where such Work would constitute a permanent change to the content of the SOW, the terms of payment or the Contract Limitation of Expenditure.

2. Administration

Details of each task assigned will be described in an individual Task SOW.

All the terms and conditions of the Contract apply to this Task Authorization method and cannot be amended without written authorization by the Contracting Authority.

Work defined in the Task SOW must be within the general scope of Work stated in the Contract. The Contractor must control all Work by the serial numbers assigned to all Task SOWs.

The administration of the Task Authorization process will be carried out by the Requisition Authority. This process includes monitoring, controlling and reporting on expenditures of the Contract with Task Authorizations to the Contracting Authority.

Details on Task Authorization reporting requirements are outlined in Article 6 below.

Only the Requisition and/or Contracting Authority (as applicable) can authorize Task Authorizations in accordance with their delegated Approval Limitations as found in Article 4, below.

Canada will not pay the Contractor for any Task Authorization unless they have been pre-approved, in writing, by the Requisitioning Authority and/or Contracting Authority (as applicable).

3. Procedures

The following steps will be used for any Task Authorization.

Where Canada requests the change:

The Technical Authority will provide the Requisition Authority with written technical instructions detailed in a Task SOW (e.g. details of the activities to be performed, a description of the deliverables, a schedule indicating completion dates for the major activities or submission dates for the deliverables, selected Basis/Method of Payment - as specified in the Contract, etc.). The Task SOW, signed by the Technical Authority and approved by the Requisition Authority, will contain sufficient detail to allow the Contractor to provide the following information within five (5) working days after receiving the authorized Task SOW:

- A) the impact the Task Authorization would have on the requirement of the Contract;
- B) a price breakdown of the cost (increase or decrease) associated with the implementation of the Task Authorization in accordance with Article 1.4, Pricing of Changes, of the Contract; and
- C) a schedule to implement the Task Authorization and the impact on the Contract delivery schedule.

The Requisition Authority will then forward this information to the Contractor.

The Contractor must ensure that the requested Task SOW does not exceed the requirements as outlined in the SOW (Annex B). Should the Contractor have any doubt with respect to the Work requested in the Task SOW, the Contractor must submit a Task SOW change recommendation to the Requisition Authority.

The Contractor will prepare a Task Proposal and will send it to the Requisition Authority for evaluation. If the Task Proposal involves the negotiation of terms and conditions and/or pricing, the review and approval of the Contracting Authority is required.

Once agreement has been reached and the Contractor's Task Proposal has been accepted, the Requisition Authority will prepare a DND 626 form (with the Contractor approved Task SOW attached), to be signed by the Requisition Authority and/or Contracting Authority, as required, in the appropriate signature blocks, and forward a signed copy to both the Contractor and the Contracting Authority. This constitutes the written authorization for the Contractor to proceed with the Task Authorization.

When the Contractor requests a Task Authorization

The Contractor must provide the Contracting Authority with a request for a Task Authorization in sufficient detail for review by Canada.

The Contracting Authority will forward the request to the Technical Authority for review.

If Canada agrees that a Task Authorization is required, then the procedures detailed in Article 3 ("When Canada requests a change") are to be followed.

The Contracting Authority will inform the Contractor in writing if Canada determines that the Task Authorization is not required within fifteen (15) working days.

4. Approval Limitations

4.1 The Approval Limitations for each Task Authorization are as follows:

- A) The Requisition Authority may authorize individual task authorizations up to a limit of \$ 25,000, GST/HST included, inclusive of any revisions.
- B) Any Task Authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

The Contractor must not proceed with any Task Authorization without the written authorization of the Requisition Authority and/or Contracting Authority, as applicable. Any work performed without the necessary written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

5. Basis and Method of Payment

The most appropriate Basis and Method of Payment will be determined at the time the Task Authorization is issued.

5.1 Basis of Payment

Depending on the nature of the Work, one of the following Basis of Payment(s), as approved by the Requisition Authority and/or Contracting Authority, will apply to a Task Authorization:

- A) **Firm Price** - Where the Work described is clearly defined, the Contractor's Task Proposal will contain a firm price for labour and any related costs. Where the final price for the Work is a firm price, the requirements of the Work shall be completed in accordance with the terms and conditions of the Contract and no additional funds will be made available.
- B) **Ceiling Price** - Where the Work described is clearly defined but may contain some variable elements, the Contractor's Task Proposal will contain a ceiling price for labour plus an estimated amount for any other related costs. The ceiling price indicated will be subject to downward adjustment only so as not to exceed the actual charges and costs reasonably and properly incurred in the performance of the Work and computed in accordance with Article 1.4, Pricing of Changes, of the Contract (GST/HST extra). The requirements of the Work shall be completed in accordance with the terms and conditions of the Contract, subject to the final ceiling price, and no additional funds will be made available.
- C) **Limitation of Expenditure Price** - Where the Work described is not clearly defined, the Contractor's Task Proposal will contain an estimated cost for labour, plus an estimated amount for any other related costs computed in accordance with Article 1.4, Pricing of Changes, of the Contract, as a limitation of expenditure Basis of Payment.

If, during the execution of the task, it becomes apparent that the Work is greater than anticipated, the Contractor must provide the Technical Authority and the Contracting Authority with the justification for any anticipated cost overruns. Any increase in the limitation of expenditure for labour or expenses must be authorized by an amendment to the Task Authorization, in accordance with the Task Authorization process stated above.

All proposed prices and cost estimates must be supported by a detailed cost breakdown.

5.2 Method of Payment

Depending on the nature of the Work, the following Method of Payment, as approved by the Requisition Authority and/or Contract Authority (whichever is applicable), will apply to a Task Authorization:

For a **"Firm Price" Basis of Payment**, lump sum payment shall be made following acceptance of all deliverables and/or Work under the Task Authorization.

For a **"Ceiling Price" or "Limitation of Expenditure Price" Basis of Payment**, Lump sum payment shall be made following acceptance of all deliverables and/or Work under the Task Authorization.

6. Periodic Usage Reports:

The Contractor must compile and maintain records on its provision of services under authorized Task Authorizations issued under the Contract.

The Contractor must provide data in accordance with the reporting requirements detailed below. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The reports must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- A) 1st quarter: April 1 to June 30;
- B) 2nd quarter: July 1 to September 30;
- C) 3rd quarter: October 1 to December 31; and
- D) 4th quarter: January 1 to March 31.

The reports must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept. This record must contain:

For each authorized Task:

- A) the Task Authorization number or task revision number(s);
- B) a title or a brief description of each authorized task;
- C) the total estimated cost specified in the Task Authorization for each authorized task, GST or HST extra;
- D) the total amount, GST or HST extra, expended to date against each authorized task;

- E) the start and completion date for each authorized task; and
- F) the active status of each authorized task, as applicable.

For all authorized Tasks:

- A) the amount (GST or HST extra) specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all authorized Task Authorizations; and
- B) the total amount, GST or HST extra, expended to date against all authorized Task Authorizations.

Annex E - Form(s)

W8482-133148

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

106qf

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

W8482-133148

File No. - N° du dossier

106qfW8482-133148

CCC No./N° CCC - FMS No./N° VME



Rechts	Deutsches
Verfahren	Verfahren

TASK AUTHORIZATION
AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. — N° du contrat	
		Task no. — N° de la tâche	
Amendment no. — N° de la modification		Increase/Decrease — Augmentation/Réduction	Previous value — Valeur précédente
To — À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.		
Delivery location — Expédiez à			
Delivery/Completion date — Date de livraison/d'achèvement	Date	for the Department of National Defence pour le ministère de la Défense nationale	
Contract item no. N° d'article du contrat	Services	Cost Prix	
		GST/HST TPS/TVH	
		Total	
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.			
for the Department of Public Works and Government Services pour le ministre des Travaux publics et des Services gouvernementaux			

DND 626 (01-05)

Design : Forms Management 993-4050
Conception : Gestion des formulaires 993-4052

Annex F - Mandatory Requirements

MR #	Mandatory Requirements	Achieved (Yes/No)	Comments
BIDDER EXPERIENCE			
MR-01	<p>OCEANOGRAPHIC SYSTEMS:</p> <p>THE BIDDER MUST HAVE EXPERIENCE IN COMPLETING ONE (1) PROJECT RELATED TO OPERATIONAL OCEANOGRAPHIC SYSTEMS, WHERE KNOWLEDGE OF TECHNOLOGIES, SYSTEMS AND PROCESSES USED IN THE CREATION OF OCEANOGRAPHIC PRODUCTS, AS WELL AS EXPERIENCE IN CODING AND SCRIPTING OF OPERATIONAL OCEANOGRAPHIC SYSTEMS MUST BE CLEARLY DEMONSTRATED.</p> <p>PROJECT EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING A PROJECT EXAMPLE THAT MEETS THE FOLLOWING PARAMETERS:</p> <ol style="list-style-type: none"> 1. PROJECT LENGTH MUST BE OVER SIX (6) MONTHS IN LENGTH; AND 2. PROJECT VALUE MUST BE OVER \$60,000. <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE BIDDER'S EXPERIENCE.</p>		
MR-02	<p>MARITIME NAVAL OPERATIONS:</p> <p>THE BIDDER MUST HAVE EXPERIENCE IN COMPLETING ONE (1) PROJECT RELATED TO MARITIME NAVAL OPERATIONS IN THE APPLICATION OF REMOTE SENSING TECHNOLOGIES.</p> <p>PROJECT EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING A PROJECT EXAMPLE THAT MEETS THE FOLLOWING PARAMETERS:</p>		

	<p>1. PROJECT LENGTH MUST BE OVER SIX (6) MONTHS IN LENGTH; AND</p> <p>2. PROJECT VALUE MUST BE OVER \$60,000.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE BIDDER'S EXPERIENCE.</p>		
MR-03	<p>SECURITY CLEARANCE:</p> <p>THE BIDDER MUST HAVE A VALID SECURITY CLEARANCE OF LEVEL 2 (SECRET) AT TIME OF BID AWARD.</p>		
RESOURCE EXPERIENCE			
PROJECT MANAGER			
MR-04	<p>PROJECT MANAGEMENT CERTIFICATE:</p> <p>THE PROPOSED PROJECT MANAGER MUST HAVE A PROJECT MANAGER CERTIFICATE ISSUED BY A PROJECT MANAGEMENT INSTITUTE (PMI) ACCREDITED PROGRAM.</p> <p>INFO ON PMI ACCREDITATIONS CAN BE FOUND AT WWW.PMI.ORG.</p>		
SCIENTIFIC CONSULTANT			
MR-05	<p>MASTER'S DEGREE</p> <p>THE PROPOSED SCIENTIFIC CONSULTANT MUST HAVE A MASTER'S DEGREE IN ANY OF THE FOLLOWING RELATED FIELDS: OCEANOGRAPHY; REMOTE SENSING; AND/OR PHYSICS.</p> <p>OPERATIONAL OCEANOGRAPHIC SYSTEMS:</p> <p>THE PROPOSED SCIENTIFIC CONSULTANT MUST HAVE ACQUIRED OVER THE LAST TEN (10) YEARS A MINIMUM OF THREE (3) YEARS EXPERIENCE IN PROJECTS RELATED TO OPERATIONAL OCEANOGRAPHIC SYSTEMS.</p> <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>		

SOFTWARE DEVELOPER		
MR-06	<p>OPERATING SYSTEMS (OS):</p> <p>THE PROPOSED SOFTWARE DEVELOPER MUST HAVE ACQUIRED OVER THE LAST TEN (10) YEARS A MINIMUM OF THREE (3) YEARS EXPERIENCE IN LINUX OS.</p> <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>	
MR-07	<p>GENERAL PURPOSE DATA PROCESSING LANGUAGES:</p> <p>THE PROPOSED SOFTWARE DEVELOPER MUST HAVE ACQUIRED OVER THE LAST TEN (10) YEARS A MINIMUM OF THREE (3) YEARS EXPERIENCE IN MATLAB OR IDL.</p> <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>	
MR-08	<p>INTEGRATION OF New DATA SOURCES AND New CAPABILITY IN AN EXISTING OPERATIONAL OCEANOGRAPHIC SYSTEM:</p> <p>THE PROPOSED SOFTWARE DEVELOPER MUST HAVE ACQUIRED OVER THE LAST TEN (10) YEARS A MINIMUM OF THREE (3) YEARS OF EXPERIENCE IN THE INTEGRATION OF NEW DATA SOURCES AND NEW CAPABILITY IN AN EXISTING OPERATIONAL OCEANOGRAPHIC SYSTEM.</p> <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>	
SOFTWARE TECHNICIAN		

MR-09	<p>SCRIPTING LANGUAGES:</p> <p>THE PROPOSED SOFTWARE TECHNICIAN MUST HAVE ACQUIRED OVER THE LAST TEN (10) YEARS A MINIMUM OF THREE (3) YEARS EXPERIENCE IN PYTHON OR RUBY OR PERL.</p> <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>		
MR-10	<p>TROUBLESHOOTING AND SOLVING OCEANOGRAPHIC SYSTEM PROBLEMS:</p> <p>THE PROPOSED SOFTWARE TECHNICIAN MUST HAVE ACQUIRED OVER THE LAST TEN (10) YEARS A MINIMUM OF THREE (3) YEARS EXPERIENCE IN TROUBLESHOOTING AND SOLVING OCEANOGRAPHIC SYSTEM PROBLEMS BOTH IN-SITU AND REMOTELY.</p> <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>		

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Buyer ID - Id de l'acheteur
106qf

CCC No./N° CCC - FMS No./N° VME

PR #	POINT RATED REQUIREMENTS	MAX POINTS	SCORE	COMMENTS
BIDDER EXPERIENCE				
PR-01	<p>FOR EACH <u>ADDITIONAL</u> PROJECT EXAMPLE PROVIDED, FIFTEEN (15) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL PROJECT EXAMPLE = FIVE (5) POINTS; - TWO (2) ADDITIONAL PROJECT EXAMPLES = TEN (10) POINTS; - THREE (3) OR MORE ADDITIONAL PROJECT EXAMPLES = FIFTEEN (15) POINTS. <p>THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-01 SHALL APPLY.</p>	15		
PR-02	<p>MARITIME NAVAL OPERATIONS:</p> <p>FOR EACH <u>ADDITIONAL</u> PROJECT EXAMPLE PROVIDED, FIFTEEN (15) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL PROJECT EXAMPLE = FIVE (5) POINTS; - TWO (2) ADDITIONAL PROJECT EXAMPLES = TEN (10) POINTS; - THREE (3) OR MORE ADDITIONAL PROJECT EXAMPLES = FIFTEEN (15) POINTS. <p>THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-02 SHALL APPLY.</p>	15		
PR-03	SECURITY CLEARANCE: N/A	N/A	N/A	N/A

RESOURCE EXPERIENCE				
		<u>PROJECT MANAGER</u>		
PR-04	PROJECT MANAGEMENT EXPERIENCE: N/A	N/A	N/A	N/A
<u>SCIENTIFIC CONSULTANT</u>				
PR-05	<p>OPERATIONAL OCEANOGRAPHIC SYSTEMS:</p> <p>FOR EACH ADDITIONAL YEAR OF EXPERIENCE, ACQUIRED OVER THE LAST TEN (10) YEARS, IN PROJECTS RELATED TO OPERATIONAL OCEANOGRAPHIC SYSTEMS FIVE (5) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL YEAR = ONE (1) POINTS; - TWO (2) ADDITIONAL YEARS = TWO (2) POINTS; - THREE (3) ADDITIONAL YEARS = THREE (3) POINTS; - FOUR (4) ADDITIONAL YEARS = FOUR (4) POINTS; - FIVE (5) OR MORE ADDITIONAL YEARS = FIVE (5) POINTS. <p>THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-05 SHALL APPLY.</p>	5		
<u>SOFTWARE DEVELOPER</u>				
PR-06	OPERATING SYSTEMS (OS):			

	<p>FOR EACH <u>ADDITIONAL</u> YEAR OF EXPERIENCE IN LINUX OS, ACQUIRED OVER THE LAST TEN (10) YEARS, FIVE (5) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL YEAR = ONE (1) POINTS; - TWO (2) ADDITIONAL YEARS = TWO (2) POINTS; - THREE (3) ADDITIONAL YEARS = THREE (3) POINTS; - FOUR (4) ADDITIONAL YEARS = FOUR (4) POINTS; - FIVE (5) OR MORE ADDITIONAL YEARS = FIVE (5) POINTS. <p>THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-06 SHALL APPLY.</p>	5	
PR-07	<p>GENERAL PURPOSE DATA PROCESSING LANGUAGES:</p> <p>FOR EACH <u>ADDITIONAL</u> YEAR OF EXPERIENCE IN MATLAB OR IDL, ACQUIRED OVER THE LAST TEN (10) YEARS, TWENTY (20) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL YEAR = FOUR (4) POINTS; - TWO (2) ADDITIONAL YEARS = EIGHT (8) POINTS; - THREE (3) ADDITIONAL YEARS = TWELVE (12) POINTS; - FOUR (4) ADDITIONAL YEARS = SIXTEEN (16) POINTS; - FIVE (5) OR MORE ADDITIONAL YEARS = TWENTY (20) POINTS. 	20	

THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-07 SHALL APPLY.				
PR-08	<p>INTEGRATION OF NEW DATA SOURCES AND NEW CAPABILITY IN AN EXISTING OPERATIONAL OCEANOGRAPHIC SYSTEM:</p> <p>FOR EACH <u>ADDITIONAL</u> YEAR OF EXPERIENCE, ACQUIRED OVER THE LAST TEN (10) YEARS, IN THE INTEGRATION OF NEW DATA SOURCES AND NEW CAPABILITY IN AN EXISTING OPERATIONAL OCEANOGRAPHIC SYSTEM, TEN (10) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL YEAR = TWO (2) POINTS; - TWO (2) ADDITIONAL YEARS = FOUR (4) POINTS; - THREE (3) ADDITIONAL YEARS = SIX (6) POINTS; - FOUR (4) ADDITIONAL YEARS = EIGHT (8) POINTS; - FIVE (5) OR MORE ADDITIONAL YEARS = TEN (10) POINTS. <p>THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-08 SHALL APPLY.</p>	10		
SOFTWARE TECHNICIAN				
PR-09	<p>SCRIPTING LANGUAGES:</p> <p>FOR EACH <u>ADDITIONAL</u> YEAR OF EXPERIENCE IN PYTHON OR RUBY OR PERL, ACQUIRED OVER THE LAST TEN (10) YEARS, FIVE (5) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL YEAR = ONE (1) POINTS; - TWO (2) ADDITIONAL YEARS = TWO (2) POINTS; 			

	<ul style="list-style-type: none"> - THREE (3) ADDITIONAL YEARS = THREE (3) POINTS; - FOUR (4) ADDITIONAL YEARS = FOUR (4) POINTS; - FIVE (5) OR MORE ADDITIONAL YEARS = FIVE (5) POINTS. <p>THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-09 SHALL APPLY.</p>	5		
PR-10	<p>TROUBLESHOOTING AND SOLVING OCEANOGRAPHIC SYSTEM PROBLEMS:</p> <p>FOR EACH <u>ADDITIONAL</u> YEAR OF EXPERIENCE, ACQUIRED OVER THE LAST TEN (10) YEARS, IN TROUBLESHOOTING AND SOLVING OCEANOGRAPHIC SYSTEM PROBLEMS, TEN (10) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) ADDITIONAL YEAR = TWO (2) POINTS; - TWO (2) ADDITIONAL YEARS = FOUR (4) POINTS; - THREE (3) ADDITIONAL YEARS = SIX (6) POINTS; - FOUR (4) ADDITIONAL YEARS = EIGHT (8) POINTS; - FIVE (5) OR MORE ADDITIONAL YEARS = TEN (10) POINTS. <p>THE SAME PROJECT PARAMETERS AND CLIENT REFERENCE REQUIREMENTS AS FOUND IN MR-10 SHALL APPLY.</p>	10		
SOFTWARE DEVELOPER AND/OR SOFTWARE TECHNICIAN				
PR-11	<p>WEB RELATED PROGRAMMING LANGUAGES:</p> <p>THE PROPOSED SOFTWARE DEVELOPER AND/OR SOFTWARE TECHNICIAN SHOULD HAVE ACQUIRED OVER THE LAST 10 YEARS EXPERIENCE IN THE FOLLOWING</p>			

	<p>WEB RELATED PROGRAMMING LANGUAGES: PHP AND/OR JAVAScript.</p> <p>THREE (3) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) YEAR EXPERIENCE = 1 (1) POINT; - TWO (2) YEARS EXPERIENCE = TWO (2) POINTS; - THREE (3) OR MORE YEARS EXPERIENCE = THREE (3) POINTS. <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>	3		
PR-12	<p>PROCEDURAL LANGUAGES C AND/OR FORTRAN):</p> <p>THE PROPOSED SOFTWARE DEVELOPER AND/OR SOFTWARE TECHNICIAN SHOULD HAVE ACQUIRED OVER THE LAST 10 YEARS EXPERIENCE IN THE FOLLOWING PROCEDURAL LANGUAGES: C AND/OR FORTRAN.</p> <p>THREE (3) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) YEAR EXPERIENCE = 1 (1) POINT; - TWO (2) YEARS EXPERIENCE = TWO (2) POINTS; - THREE (3) OR MORE YEARS EXPERIENCE = THREE (3) POINTS. <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>	3		
PR-13	<p>PROCEDURAL LANGUAGES (C++, C# AND/OR JAVA):</p>			

	<p>THE PROPOSED SOFTWARE DEVELOPER AND/OR SOFTWARE TECHNICIAN SHOULD HAVE ACQUIRED OVER THE LAST 10 YEARS EXPERIENCE IN THE FOLLOWING PROCEDURAL LANGUAGES: C++, C# AND/OR JAVA.</p> <p>Six (6) points will be allocated as follows:</p> <ul style="list-style-type: none"> - ONE (1) YEAR EXPERIENCE = TWO (2) POINT; - TWO (2) YEARS EXPERIENCE = FOUR (4) POINTS; - THREE (3) OR MORE YEARS EXPERIENCE = SIX (6) POINTS. <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p> <p>CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.</p>	6		
PR-14	<p>LINUX SHELL SCRIPTING LANGUAGES:</p> <p>THE PROPOSED SOFTWARE DEVELOPER AND/OR SOFTWARE TECHNICIAN SHOULD HAVE ACQUIRED OVER THE LAST 10 YEARS EXPERIENCE IN THE FOLLOWING LINUX SHELL SCRIPTING LANGUAGES: BASH AND/OR CSH.</p> <p>THREE (3) POINTS WILL BE ALLOCATED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ONE (1) YEAR EXPERIENCE = 1 (1) POINT; - TWO (2) YEARS EXPERIENCE = TWO (2) POINTS; - THREE (3) OR MORE YEARS EXPERIENCE = THREE (3) POINTS. <p>YEARS OF EXPERIENCE MUST BE DEMONSTRATED BY PROVIDING PROJECT EXAMPLES THE RESOURCE HAS WORKED ON.</p>	3		

Solicitation No. - N° de l'invitation
W8482-133148

Client Ref. No. - N° de réf. du client
W8482-133148

Amd. No. - N° de la modif.
File No. - N° du dossier
106qfW8482-133148

Buyer ID - Id de l'acheteur
106qf

CCC No./N° CCC - FMS No./N° VME

	CLIENT REFERENCES MUST BE PROVIDED AND MAY BE USED TO VALIDATE THE RESOURCE'S EXPERIENCE.			
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