

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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 Système de facturation	
Solicitation No. - N° de l'invitation T3001-110039/A	Date 2012-05-29
Client Reference No. - N° de référence du client T3001-11-0039	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-023-14646	
File No. - N° de dossier QCN-1-34989 (023)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-10	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Boudrias, Marie-M.	Buyer Id - Id de l'acheteur qcn023
Telephone No. - N° de téléphone (418) 649-2806 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TRANSPORTS CANADA BUREAU RÉGIONAL RÉGION DU QUÉBEC 700 LEIGH-CAPREOL (NDFK) DORVAL Québec H4Y1G7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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

T3001-110039/A

qcn023

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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QCN-1-34989

BID SOLICITATION**FOR THE PURCHASE OF A SOFTWARE SOLUTION FOR A PORT
SERVICES ACTIVITY REPORTING AND INVOICING SYSTEM****FOR****TRANSPORT CANADA****TABLE OF CONTENTS**

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List of Annexes to the Resulting Contract:

Annex A	Statement of Requirements
Annex B	Basis of Payment

de l'acheteur	Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id
T3001-110039/A		qcn023	
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No/ N° VME	

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List of Attachments to Part 3 (Bid Preparation Instructions):

- Attachment 3.1: Financial Bid Presentation Sheet

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form

**BID SOLICITATION FOR
FOR THE PURCHASE OF A SOFTWARE SOLUTION FOR A PORT
SERVICES ACTIVITY REPORTING AND INVOICING SYSTEM
FOR
TRANSPORT CANADA**

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes, attachment and forms 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements (*Annex A*) and the Basis of Payment (*Annex B*).

The attachments include the Attachment 3.1 - Financial Bid Presentation Sheet.

The forms include Form 1 - Bid Submission Form, Form 2 - Software Publisher Certification Form and Form 3 - Software Publisher Authorization Form.

1.2 Summary

Canada has an initial requirement for a commercially available port services activity reporting and invoicing system (the “**Software Solution**”) for approximately 5 Client Users and **software maintenance and support** services. The required Software Solution must include the Licensed Software, a 90-days warranty and documentation. Training and professional services must also be provided. The bid solicitation is intended to result in the award of a contract for one year from the acceptance of the deliverables, plus 5 irrevocable options allowing Canada to extend the term of the contract.

All parts of the Software Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation.

The term “**Client User**” refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including contractors or consultants performing work for the Client from time to time. The Client is Transport Canada.

There is no security requirement associated with this requirement.

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), the *Canada-Chile Free Trade Agreement* (CCFTA), and the *Agreement on Internal Trade* (AIT).

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority **within 15 working days** of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) 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 issued by Public Works and Government Services Canada (PWGSC).
- (b) 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.
- (c) The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on **page 1** of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority **no later than 5 calendar days before the bid closing date**. Enquiries received after that time may not be answered.
- (b) 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.

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.
- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Requirements 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 reasons 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 in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 Volumetric Data

The Volumetric data available in Annex A - Statement of Requirements has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the Software Solution will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) Canada requests that bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (4 hard copies)
 - (ii) Section II: Financial Bid (1 hard copy)
 - (iii) Section III: Certifications (1 hard copy)
- Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the bid solicitation;
 - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - (iv) include a table of contents.
- (c) Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture bidding in their own capacity are not considered the same bidder as a joint venture in which they form a part. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) The technical bid must include the following documents:
- (i) **Implementation Plan:** The Bidder **must** include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in Annex A - Statement of Requirements.
 - (ii) **Documentation:** The Bidder **must** include with its proposal, the technical data sheets of the proposed software solution. The technical sheets should demonstrate the compliance of the software solution with the requirements described in annex A - Statement of Requirements.
- (c) The technical bid **should** also include the following documents:

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- (i) **Bid Submission Form:** Bidders **are requested** to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. **Using the form to provide this information is not mandatory, but it is recommended.** If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
 - (ii) **Training Plan:** The Bidder **should** provide an outline of its proposed draft training plan, which should demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in Annex A, Statement of Requirements and in section 19 of the contract clauses. The training plan should include, at a minimum: a description of the themes and topics that will be discussed during the training, a description of the course materials that will be provided to participants, and the duration of the training. The training must be performed at the client facility, located at 700 Leigh-Capreol, Dorval, Québec, H4Y 1G7.
 - (iii) **List of Proposed Software:** The Bidder **should** include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
 - (iv) **Solution System Architecture:** The Bidder **should** include an overview of the proposed Software Solution's technical architecture.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders **must** submit their financial bid in accordance with the Attachment 3.1 - Financial Bid Presentation Sheet. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (d) **SACC Manual Clauses**
 - (i) C3011T (2010-01-11), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under **Part 5**.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria

- (i) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (ii) The mandatory requirements are described in Part 3 -Bid preparation instructions and in Annex A - Statement of Requirements.

(b) Demonstration

- (i) Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within six (6) hours. Canada will pay its own travel and salary costs associated with any demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price (TBP) using the Pricing Tables completed by the bidders (available at Attachment 3.1 - Financial Bid Presentation Sheet).

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest Total Bid Price (TBP) will be recommended for award of a contract.

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 in accordance with the articles below.

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.

5.1 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.

5.2 Federal Contractors Program - Certification

- (a) Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.
- (b) The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows
- (c) The bidder or the member of the joint venture:
 - (i) 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;
 - (ii) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
 - (iii) 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; or
 - (iv) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.
- (d) Further information on the FCP is available on the HRSDC Web site.

5.3 Former Public Servant Certification

- (a) 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
- (i) **"former public servant"** means a 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 and includes:
 - (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.
 - (ii) **"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.
 - (iii) **"pension"** means, in the context of the fee abatement formula, 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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and

- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee 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.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.4 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”

Any equipment and software bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

5.5 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Form 2 - Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher’s authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Form 3 - Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.
- (c) In this bid solicitation, “Software Publisher” means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - FINANCIAL REQUIREMENTS

6.1 Financial Capability

- (a) SACC Manual clause A9033T (2011-05-16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the "**Software Solution**" and the "**maintenance and support**" services described in the Contract, including the Statement of Requirement, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the license to use the Licensed Software described in the Contract;
 - (ii) providing the Software Documentation (including user's guides and technical guides);
 - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
 - (iv) providing professional services (including the parameterization, configuring and integration of the license to use the Licensed Software);
 - (v) providing training to the users and the Client's Information Technology (IT) Authority.
- (b) **Client:** Under the Contract, the "**Client**" is Transport Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the Software **maintenance and support** services and the **Software Solution** including the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred), a 90-days warranty, the Software Documentation (including user's guides and technical guides), the professional services (including parameterization, configuring and integration of the license to use the Licensed Software) and the training of users and the Client's IT Authority;

7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods and services described at Annex A - Statement of Requirements of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

(a) General Conditions:

- (i) 2030 (2012-03-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

7.4 Contract Period

(a) Contract Period: The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends one year after the acceptance of the deliverables; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **5 additional one-year periods** under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.5 Delivery Date

The software solution must be received on or before 10 weeks after the contract award.

7.6 Authorities**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Marie-Michèle Boudrias
Supply agent
Public Works and Government Services Canada
1550, D'Estimauville Avenue
Quebec, Quebec, G1J 0C7
Telephone: 418-649-2806
Facsimile: 418-648-2209
E-mail address: marie-michele.boudrias@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority (to be completed at the contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

(c) Contractor's Representative (to be completed by the bidder)

Name : _____
Organization: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

(d) Administrative Authority (to be completed at the contract award)

For information about invoicing and/or payments, you can contact :

Name : _____
Organization: _____
Telephone: _____
Facsimile: _____

E-mail address: _____

7.7 Payment

(a) Basis of Payment

- (i) **Software Solution:** For the software solution (including the license to use the Licensed Software, the delivery, the Documentation (including user and technical guides), the professional services (including parameterization, configuring and integration of the license to use the Licensed Software) and the training of users and the Client's Information Technology (IT) Authority), in accordance with the Contract, Canada will pay the Contractor the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. The firm lot price includes the warranty during the Software Warranty Period.
- (ii) **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year). (Delete the last sentence of the paragraph if the bidder proposes an Entity license)
- (iii) **Optional Additional Software Licenses:** For additional licenses for additional Client Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price *per user or per device (to be selected at the contract award, in accordance with the type of license that will be proposed by the contractor)* set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. (Delete this section, if the bidder proposes an Entity license)
- (iv) **Optional Maintenance and Support for Licensed Software:** If Canada exercises its option to extend the maintenance and support for licensed Software, Canada will pay the Contractor, in advance, the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year). (Delete the last sentence of the paragraph if the bidder proposes an Entity license)
- (v) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

(b) Limitation of Price

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

(c) Method of Payment for the software solution - Single Payment

- (i) H1000C (2008-05-12), Single Payment

(d) Method of Payment for the Maintenance and Support for Licensed Software - Advance Payment

- (i) Canada will pay the Contractor in advance for the maintenance and support for licensed software services 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.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(e) Method of Payment for Optional Additional Software Licenses - Single Payment *(Delete this section, if the bidder proposes an Entity license)*

- (i) H1000C (2008-05-12), Single Payment

(f) Method of Payment for Optional Maintenance and Support for Licensed Software - Advance Payment

- (i) Canada will pay the Contractor in advance for the maintenance and support for licensed software services 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.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

7.8 Maintenance and Support Services Pricing Stability

- (a) The Contractor acknowledges that it is important to Canada to be able to continue to access Software Maintenance and Support Services for the Licensed Software after the Term of Contract. The Contractor accordingly offers to continue to provide Software Maintenance and Support Services at reasonable annual rates and on all of the other terms and conditions set out in this Contract, subject to execution by the parties of a formal contract(s) therefor. For each of the two (2) years that follow the Term of Contract, the Contractor hereby offers annual rates that are the lesser of:
 - (i) the Contractor's then current published rates; and
 - (ii) the previously contracted rates adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the twelve (12) month period immediately preceding the date on which the price change is to be effective; and

- (iii) 2% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article;
- (b) and the Contractor's obligations under this Article must survive termination or expiry of this Contract.

7.8 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.9 Certifications

- (a) 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 entire Contract Period. 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, under the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be completed at the contract award).

7.11 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
- (i) 4003 (2010-08-16), Licensed software;
 - (ii) 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;
- (c) general conditions 2030 (2012-03-02), General conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date of bid*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with

Solicitation No. - N° de l'invitation

T3001-110039/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCN-1-34989

Buyer ID - Id de l'acheteur

qcn023

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

T3001-11-0039

CCC No./N° CCC - FMS No./N° VME

respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.12 Foreign Nationals (Canadian Contractor) (delete if the contractor is a Foreign Contractor)

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

7.14 Foreign Nationals (Foreign Contractor) (delete if the contractor is a Canadian contractor)

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

7.14 Insurance Requirements

- (a) SACC Manual clause G1005C (2008-05-12) Insurance Requirements

7.15 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

- (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.16 Licensed Software

(a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Number of Users Licensed <i>[delete if the contractor do not propose a User Licensed]</i>	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Option to Purchase Licenses for Additional Users <i>[delete if the contractor do not propose a User Licensed]</i>	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B - Basis of Payment on the same terms and conditions as the initial User licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Number of Devices Licensed <i>[delete if the contractor do not propose Devices Licensed]</i>	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Option to Purchase Licenses for Additional Devices <i>[delete if the contractor do not propose Devices Licensed]</i>	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B - Basis of Payment on the same terms and conditions as the initial Device licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Entity Licensed <i>[delete if the contractor do not propose an Entity Licensed]</i>	The Entity Licensed is the Client.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	Regional Office of Transport Canada, located at 700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7
Installation Site	Regional Office of Transport Canada, located at 700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7
Media on which Licensed Software must be Delivered	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.17 Licensed Software Maintenance and Support

- (a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	One year from the acceptance of the deliverables
Software Support Period when Additional Licenses added during Contract Period <i>[To be deleted if the bidder proposes an Entity license]</i>	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licenses supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 5 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be in accordance with the applicable disposal of the contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Telephone Access: _____ Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Website	Despite Section 5 of 4004, the Contractor is not required to provide Support Services on the Internet.
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.18 Training

- (a) **Providing Training:** Two (2) type of Training must be offered by the contractor : 1) Provide Software training to the users; 2) Provide Software training to the Client's IT Authority.
- (b) **Providing Software Training to the users :**
- (i) The Contractor must provide *classroom* training on the software products that form part of the Software Solution, no later than two weeks after the acceptance of the parameterized, configured and installed licensed software.
 - (ii) The training must be offered to a group of 5 to 10 people.
 - (iii) The training must be provided at Transport Canada site, located at 700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7.
 - (iv) The training, including both the instruction and the course materials, must be provided in French.
- (c) **Providing Software Training to the Client's IT Authority**
- (i) As to the Software parameterization, configuring and integration work progress, the Contractor must provide *coaching sessions* to the Client's IT Authority so that he is able to perform the tasks described at section 10.1 of Annex A - Statement of Requirements.
 - (ii) The training must be offered to only one person, the client's IT Authority.
 - (iii) The training must be provided at Transport Canada site, located at 700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7, by e-mail and by telephone.
 - (iv) The training, including both the instruction and the course materials, must be provided in French.
- (d) **Finalization of Draft Training Plan:** Within 10 working days of the Contract being awarded, Canada will provide any comments it has regarding the draft training plan submitted by the Contractor as part of its bid. The Contractor must update the training plan to reflect Canada's comments within 10 working days and resubmit it to Canada for approval.

7.20 Termination for convenience for software maintenance and support services

Notwithstanding the Termination for Convenience provisions contained at Section 31 of 2030 - General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve month year and a thirty day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

7.20 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.21 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.22 Implementation

- (a) **Finalization of Draft Implementation Plan:** Within 5 working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within 5 working days and resubmit it to Canada for approval.

ANNEX A - STATEMENT OF REQUIREMENTS

List of Acronyms:

TMX – Transport Canada Executive Management Committee

PHRS – Ports and Harbours Reporting System

IT – Information Technology

1. Project Name: Acquisition of a software solution for a port services activity reporting and invoicing system

2. Background

As part of the process to implement internal efficiency measures at the Finance and Administration Branch (in line with the Deficit Reduction Action Plan), TMX approved the centralization of port services invoicing at the accounting office in Quebec Region, which carries out nearly 45% of the national volume.

Quebec Region uses a regional billing system (PHRS) that was developed locally in 1996. This system, in addition to facilitating the invoicing process for port services, makes it possible to easily generate detailed reports on operations, which is not possible when services are invoiced using the “miscellaneous invoice” module in the Oracle financial system.

The PHRS system was developed in 1996 with the programming languages in existence at that time. Since then, it has been maintained and updated only minimally. The various migrations to updated versions of the Oracle database produced some operating anomalies and affected the system's performance and stability.

Furthermore, the current system cannot support the entire national volume and is not capable of handling taxes other than those in effect in Quebec (e.g. the HST and the various other taxes applicable elsewhere in Canada).

3. Objective

The objective of this project is therefore to acquire an off-the-shelf **software solution** that can generate port service reports and invoices, a solution that is modern, stable and capable of handling all national activities and the various types of tax. It must also have the potential to interface with the Oracle financial system.

The **software solution** must include the licensed software; parameterization, configuring and integration services; training of users and of the Transport Canada Information Technology (IT) Authority; documentation, and the user's guides and technical guides.

The contractor must also provide support and maintenance services for the licensed software.

3.1 Current Situation – Volumetric Datas

Here is an overview of the current situation in terms of the computer architecture, the parameters surrounding the invoicing of port services and the business process.

3.1.1 Current architecture of the PHRS software (minimum):

	<u>Operating System</u>	<u>Installed Software</u>	<u>Random Access Memory Gigabyte (GB)</u>	<u>Hard Drive Capacity</u>	<u>Brand</u>
Database server	Windows Server2003 Standard Edition	Oracle 11g	4	3 logical drives c:\40GB d:\96GB e:\136GB	HP DL380G5, 2 Xeon 2.33 quad processors
Application server	Windows Server2003 Standard Edition	Oracle Application Server Standalone: Forms 10.0 Reports 10.0	3	2 logical drives c:\30GB d:\38GB	HP ProLiant DL380 G4, 4 processors
Client station	Windows XP Professional SP3	Internet Explorer 7	4	250 GB	Dell OptiPlex

- PHRS has a "test" and "production" environment
- PHRS is a Web application that is executed in the Oracle Application Server Standalone environment

3.1.2 Parameters that software solution must be able to handle:

<u>Parameters</u>	<u>Number</u>
Measurement units (quantity/volume)	14
Reasons for berthing	11
Clients	More than 1,500
Types of storage	6
Types of vessel registration	3
Vessels	More than 5,000
Products	Approximately 500
Nationalities (countries)	More than 150
Merchandise classes	14
Product codes (services rendered)	Approximately 300
Number of annual invoices	Approximately 6,500
Annual revenues (\$)	Approximately 5.5 million
Number of wharves, sites and ports with invoicing	Approximately 70

3.1.3 Business process surrounding the invoicing of port services:

- a. A vessel arrives at a port facility;
- b. Operations are conducted and services are rendered and they are billable based on the fees payable at public ports (Enclosure #6);
- c. The harbour master or the wharfinger indicates, on a paper or electronic standard form, all the services rendered and the operations conducted and the client's contact information;
- d. The form is sent to accounting services by mail, e-mail or fax;
- e. Accounting services enter the data into the port services invoicing software (the subject of this contract) based on the forms received, in order to generate the invoices (Enclosure #1);
- f. The invoices are printed using the invoicing software (Enclosure #3);
- g. The Oracle financial system is updated manually with the Accounting Lines document generated by the invoicing system (Enclosure #4).

3.2 Prospects for Future Development

Eventually, the software solution will need to interact with the Oracle financial system. However, this is not part of the scope of this contract. The interface planned as part of this future development will have two levels:

- a. Updating of the client database synchronized with the Oracle client database;
- b. Updating of transactions in Oracle via an automated process, making it possible to eliminate manual updating (last step in the above process).

4. Functionalities of the Licensed Software:

The software solution must have all of the following functionalities and satisfy the technical needs set out below. It must be able to:

- 4.1 Manage information on the vessels (name, tonnage, nationality, length, type of vessel, national or international, owner) and generate invoices based on this information;
- 4.2 Manage information on the billable products and services and associated rates, and generate invoices based on this information, in accordance with the fees payable at public ports (see Enclosure #6). The system must be able to prepare invoices at various rates for the same service based on the port site visited by the vessel.
- 4.3 Manage the information on clients (vessel owners, commercial agents and owners of transshipments) and generate invoices based on this information;
- 4.4 Manage information on the wharves, sites and ports (name, site, berth, federal or private, wharf code, site code, port code);
- 4.5 Prepare invoices based on all taxation rates in effect in Canada, based on the port site where the billable services were rendered;
- 4.6 Support the invoicing volume described in section 3.1 of the present document;
- 4.7 The interface of the software solution, the invoices and the reports generated must be in English and French. Regarding the invoices, the unvarying information (descriptive fields) and the data entered by the agents must be in English and French (see Enclosure #3);

-
- 4.8 Print the data entry forms and the invoices (see Enclosure #2);
- 4.9 Generate invoices in pdf format;
- 4.10 Produce a document in pdf format which lists the Accounting Lines in order to enable manual entry in the Oracle financial system. To accomplish this, the software solution must be able to establish the financial coding based on the site and the services rendered (see Enclosure #4);
- 4.11 Produce on an ad hoc basis standard activity reports on all transactions processed in the software solution (previous years and current year) in PDF or Excel format (see Enclosure #5);
- 4.12 The interface must be user friendly, allowing smooth navigation through the various fields of each screen using either the mouse or the keyboard (with use of the TAB key to move between fields);
- 4.13 Multiple users must be able to use the software simultaneously, at least 10 users on a "client/server" architecture where each user has a "client" version of the application installed on his/her workstation which communicates with the server, making it possible to conduct operations in real time (generating reports, creating invoices, updating client information and rates, etc.);
- 4.14 Each form and invoice generated by the software solution must have a unique number. The software solution must also make it possible to modify the numbering of forms and invoices (see Enclosures #1 and #2);
- 4.15 Must be compatible with Microsoft Windows XP and Microsoft Windows 7;
- 4.16 Must be compatible with Oracle 11g R2 or MS-SQL Server Enterprise 2005 or 2008;
- 4.17 Must be compatible with Microsoft .Net Framework 3.5/4.0;
- 4.18 In the event the application is a Web application, the following compatibilities will be required:
- a. IIS 7.5
 - b. Windows 2008 server
 - c. Internet Explorer 7 and later versions
- 4.19 If the Web application is developed using Oracle Application Server, the following compatibility will be required:
- a. Oracle Application Server Standalone 10.0
- 4.20 Enclosures #1 to #5 are examples from the software currently being used. It is understood that all the fields shown are required, but that their layout can be modified in the new software solution.

5. References

5.1 Enclosure #1 Date Entry Forms

5.2 Enclosure #2 Printable Versions of the Forms

5.3 Enclosure #3 Invoices

5.4 Enclosure #4 Accounting Lines

5.5 Enclosure #5 Sample Reports

5.6 Enclosure #6 Guidelines for Invoicing Berthage and Port Fees

Note: Please note that most of the enclosures are only available in French because the actual PHRS is only available in French.

6. Description of the Work - IT Professional Services Required

It is understood that in order to provide all of the functionalities required of the software solution (section 4 of the statement of requirements), the contractor will need to make small changes to the licensed software. It is the contractor's responsibility to parameterize the software (this includes, without being limited to, entry of data pertaining to the various port sites, the types of products and services, the invoicing rates, the financial coding and the taxation rates), and configure and install the licensed software at the facilities of Transport Canada, Quebec Region, Dorval (700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7). IT professional services will include, without being limited to, the following:

- A. The contractor must analyze the changes to be made to the licensed software to meet the needs of Transport Canada as described in section 4 of this statement of requirements. The list of changes must be submitted to the project authority for approval;
- B. Once the list of changes has been approved, the contractor must program the necessary modifications into the licensed software, conduct the necessary tests, correct the errors and bugs detected and deliver the modified, functional software to the project authority for acceptance;
- C. The contractor must also transfer PHRS data to the new port services reporting and invoicing system;
- D. Throughout the contract period, the contractor will be responsible for conducting quality control on the changes made to the licensed software and to correct any bugs and errors detected;
- E. The contractor must install the licensed software on the workstations of the five current users of the system. All of these users are located at 700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7.
- F. The contractor will be responsible for installing the licensed software on the application and database servers located at the Dorval regional office at 700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7. The installation will initially take place in a test environment with fictitious data. The real activities of the Quebec Region (representing approximately 45% of the national volume) will then be integrated into the software and finally the other remaining activities;

- G. The contractor will be responsible for training the five current users located at 700 Leigh-Capreol, Dorval, Quebec, H4Y 1G7. Training must be provided in French and be offered at this location. The training must include a demonstration of all the software's functionalities (creation of clients, vessels, rate updates, invoices, reports, queries, etc.). After the training, the users must be able to use the system on their own.
- H. The contractor must prepare and provide user's guides and technical guides.
- I. Throughout the contract period, the contractor must provide support and maintenance services for the software solution, which must be compliant with the provisions of this contract.

6.1 Implementation Plan – Generic

The implementation plan must include, without being limited to, the following:

- A. A detailed description of the software licenses;
- B. List of the changes to be made to the licensed software;
- C. List of tasks/steps to be undertaken to meet the present requirement;
- D. Deadline for each task/step;
- E. Details on the resources involved in the project (labour category, approximate number of hours needed from each resource).

The implementation plan must fulfill the requirement described in section 4 of this document. It must also make it possible to complete all the tasks described in section 6 of this document.

7. Integration Team

Please note that the role of contractor's project officer and team leader can be played by the same person or by two different people (at the contractor's discretion).

7.1 Contractor's Project Officer

The responsibilities of the contractor's project officer include, but are not limited to, the following:

- A. Working with the Transport Canada project manager, create and maintain an implementation plan for the integration activities along with a planned completion schedule;
- B. Monitor and report on a weekly basis on the progress being made, the explanations given for divergences from the implementation plan, the problems encountered, and recommended actions for their resolution;
- C. Keep and maintain a log of pending items, problems and their resolution;
- D. Create and maintain a log of risks and mitigating actions;
- E. Create and maintain a log on progress with the project deliverables;
- F. Record, evaluate and justify requests for changes to the implementation plan;
- G. Prepare the documentation to be submitted the Transport Canada project Authority for approval or rejection;
- H. Coordinate planned activities and changes with the Transport Canada project authority and the Transport Canada IT Authority.

7.2 Contractor's Team Leader

The responsibilities of the contractor's team leader include, but are not limited to, the following:

- A. Make sure the implementation plan and planned completion schedule are appropriate; contribute to planning any changes;
- B. Make sure that qualified resources are assigned to the work;
- C. Working with the contractor's project officer, coordinate the activities of the members of the contractor's integration team and make sure they are available;
- D. Prepare and facilitate all workshops required for carrying out the implementation plan;
- E. Prepare workshop minutes and document decisions;
- F. Working with the Transport Canada project authority, coordinate the use of templates and procedures for documentation, as applicable;
- G. Make recommendations for solving problems and mitigating risks encountered;
- H. Make sure that project deliverables needed for the effective and efficient completion of the project are appropriate, consistent and interlinked.
- I. Ensure the quality of each deliverable and authorize the validation and approval process for each deliverable by the Transport Canada project authority.

8. Meetings

To carry out the project properly, the contractor will need to attend meetings with the project authority and other Transport Canada representatives. The meetings will be conducted in French.

8.1 Kick-off Meeting

In the days after the contract is awarded, a start-up meeting will be held at the regional office located at 700 Leigh-Capreol in Dorval, Quebec, H4Y 1G7. The contractor must attend in person and must be ready to discuss the following topics (among others):

- Review of the objectives of the IT professional services (as described in section 6 of the statement of work);
- Presentation of the implementation plan with the associated deadlines;
- Presentation of the method to be used to carry out the work.

8.2 Progress Report Meeting

Progress report meetings will be held once a week. The contractor's presence at the Dorval regional office will be optional, based on needs. Teleconferencing with all required stakeholders can be used. Each meeting must cover at least the following topics:

- Discussion of the technical aspects of the work (technological choices, problems encountered, etc.);
- Discussion of progress made, results, problems, documentation;
- Updating of the implementation plan;
- Contractor's implementation plan for the next period (overview of the progress expected over the next period).

8.3 Other Meetings

Informal meetings can be held at the request of the project manager or the contractor. Teleconferencing with all required stakeholders can be used.

9. Work Location

Most of the work can be undertaken at the contractor's facilities, with the exception of onsite meetings (see section 8 of the statement of requirements), the installation of the licensed software and the training sessions.

10. Departmental resources available to contractor

Quebec Region IT services and accounting services will be available to answer any technical and functional questions regarding business needs.

10.1 Transport Canada IT Authority

Throughout the process of integrating the licensed software, the contractor will be accompanied by the Transport Canada IT Authority, who will receive training from the contractor on the installation of the licensed software. If Transport Canada decides to increase the number of users, the Transport Canada IT authority must be able to install the software on user workstations. By the end of the training, the Transport Canada IT Authority must be able to maintain the database (installation/update) and understand the various database tables, views and queries. All of this information must also be presented in a technical guide (see section 11.5).

11. Deliverables

This contract includes the following deliverables:

1. The licensed software, parameterized, configured and installed in accordance with this statement of work.
2. Implementation plan, presented in French and in electronic format. It must be accepted by Transport Canada before the work is undertaken (see section 23 of the contract and section 6.1 of this document).
3. Training plan, presented in French and in electronic format. It must be accepted by Transport Canada before the work is undertaken (see section 19 of the contract and section 6.G of the present document).
4. Training session for five users and the Transport Canada IT Authority in accordance with the training plan.
5. User's guides and technical guides, in English and French, and in electronic format (.doc or .pdf). This user's guide must present all of the software's functionalities with screen shots accompanied by commentary. The guide must be detailed enough that users can use the software by following the guide. The guide must be available for the training session (five bound copies in French). If the software is updated, the user's guide must also be updated. As for the technical guide, it must present the information listed in section 10.1 in addition to indicating the compatibility of the application with the various platforms.
6. Support and maintenance services and updating of the software throughout the contract period.

12. Project Deadlines

- a. Deliverable 1 must be delivered no later than eight weeks after the contract has been awarded;
- b. Deliverable 2 must be completed in accordance with section 23 of the contract;
- c. Deliverable 3 must be completed in accordance with section 19 of the contract;
- e. Deliverable 4 must be delivered no later than 2 weeks after deliverable 1;
- f. Deliverable 5 must be delivered no later than deliverable 4;
- g. Deliverable 6 must be delivered based on needs, throughout the contract period.

The enclosure #1 to #6 appended to the Solicitation file is to be inserted at this point and forms part of this document

ANNEX B - BASIS OF PAYMENT*(The basis of payment will be completed by Canada at the contract award)***1. INITIAL CONTRACT PERIOD**

TABLE I - Initial Contract Period		
Items	DESCRIPTION	Firm all-inclusive lot price (GST extra)
1	<p>Firm all-inclusive lot price for the purchase of the Software Solution. This includes:</p> <ul style="list-style-type: none"> a. The acquisition of the license to use the licensed software, b. The delivery of the license to use the licensed software, c. The licensed software warranty period (90-days), d. The software documentation (including the user and technical guides), e. The professional services (including the licensed software set up, configuration and installation), and f. The users and Client's IT Authority training. <p>All of the above must be in accordance with the statement of requirements available at Annex A and the other provisions of the contract.</p>	\$_____ / Lot
2	<p>Firm all-inclusive lot price for the maintenance and support services during the initial Software support period, in accordance with all provisions of the contract.</p>	\$_____ / Lot

2. PURCHASE OPTIONS

TABLE II - Purchase options		
Item	DESCRIPTION	Firm prices (GST extra)
1	<p>Firm all-inclusive unit price for the purchase of additional licenses allowing other client users to use the licensed software, if Canada exercises its option.</p> <p><i>(Delete this item if the contractor proposes an Entity License)</i></p>	<p>\$_____/ device <u>or</u> user</p> <p><i>(to be selected by Canada at the contract award using information in the Contractor's bid)</i></p>
2	<p>Firm all-inclusive lot price for the maintenance and support services during the initial Software support period, in accordance with all provisions of the contract.</p> <p>* The firm all-inclusive lot price for the optional maintenance and support services will be calculated at the time the option will be exercise. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".</p>	<p>\$_____/ Lot</p>
3	<p>Firm all-inclusive unit price for the maintenance and support services for additional licenses (see item 1 of this table) during the initial Software support period, in accordance with all provisions of the contract.</p> <p>* The firm all-inclusive unit price for the optional maintenance and support services for these additional licences will be calculated at the time the option will be exercise. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".</p> <p><i>(Delete this item if the contractor proposes an Entity License)</i></p>	<p>\$_____/ device <u>or</u> user</p> <p><i>(to be selected by Canada at the contract award using information in the Contractor's bid)</i></p>

Attachment 3.1 - Financial bid presentation sheet*(to be completed by the bidder)***1. INITIAL CONTRACT PERIOD**

TABLE I - Initial Contract Period				
Items	DESCRIPTION	Firm all-inclusive lot price (GST extra)		
1	<p>The bidder must indicate the firm all-inclusive lot price for the software solution. This includes:</p> <ul style="list-style-type: none"> a. The acquisition of the license to use the licensed software, b. The delivery of the license to use the licensed software, c. The licensed software warranty period (90-days), d. The software documentation (including the user and technical guides), e. The professional services (including the licensed software set up, configuration and installation), and f. The users and Client's IT Authority training. <p>All of the above must be in accordance with the statement of requirements available at Annex A and the other provisions of the contract.</p>	\$_____ / Lot		
	Break Down			
	Also, the bidder should provide, for information only, a cost break down of the software solution. This should include the following items:			
	(i) Firm all-inclusive lot price for items a., b. c. et d. listed above :		\$_____	
	(ii) Firm lot price for item f. listed above:		\$_____	
(iii) Approximate number of hours and firm hourly rate for each labour category involved in the professional services (item e. listed above):		Labour category	# hours	Firm hourly rate (GST extra)

2	The bidder must indicate the firm all-inclusive lot price for the maintenance and support services during the initial Software support period, in accordance with all provisions of the contract.	\$ _____ / Lot
Total cost of Table I = Lot price of item 1 (excluding the break down) + Lot price for item 2)		\$ _____

2. PURCHASE OPTIONS

TABLE II - Purchase Options				
A Item	B DESCRIPTION	C Approx. Qty. (for evaluation purposes only)	D Firm Prices (GST extra)	E Total Cost (C X D)
1	The bidder must indicate the firm all-inclusive unit price for the purchase of additional licenses allowing other client users to use the licensed software, if Canada exercises its option. <i>(Please insert "not applicable" in column D and E if you propose an Entity licence)</i>	5 licenses	\$ _____ / license <i>(Please indicate the type of license offered)</i>	\$ _____
2	The bidder must indicate the firm all-inclusive lot price for the maintenance and support services during the initial Software support period, in accordance with all provisions of the contract. * The firm all-inclusive lot price for the optional maintenance and support services will be calculated at the time the option will be exercise. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".	5 years	\$ _____ / Lot	\$ _____

3	<p>The bidder must indicate the firm all-inclusive unit price for the maintenance and support services for additional licenses (see item 1 of this table) during the initial Software support period, in accordance with all provisions of the contract.</p> <p>* The firm all-inclusive unit price for the optional maintenance and support services for these additional licences will be calculated at the time the option will be exercise. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".</p> <p><i>(Please insert "not applicable" in column D and E if you propose an Entity licence)</i></p>	<p>25</p> <p><i>(This includes 5 licences for 5 years each)</i></p>	<p>\$_____ / license</p> <p><i>(Please indicate the type of license offered)</i></p>	<p>\$_____</p>
<p>Total cost Table II = total price for item 1 + total price for item 2 + total price for item 3 :</p>				<p>\$_____</p>

TABLE III - SUMMARY	
	TOTAL COST
TOTAL TABLE I	\$_____
TOTAL TABLE II	\$_____
TOTAL BID PRICE (TBP) = Total table I + Total table II	\$_____

Solicitation No. - N° de l'invitation

T3001-110039/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcn023

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

T3001-11-0039

QCN-1-34989

BIDDER FORMS

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i>]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	

<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i></p>	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
<p>The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:</p> <p><i>[Please complete the above statement by listing the products proposed to meet the client's requirements]</i></p>	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
<p>Type of License being proposed <i>[please check the appropriate box]</i></p>	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
	Entity license	
	User license	
	Device license	

<p>Maintenance and support services : <i>[The bidders must indicate the following information for their proposed maintenance and support services. It is possible that one of the following communication medium is not available. The bidder must at least provide information for the mandatory communication medium.]</i></p> <p style="text-align: right;">Web site (optional): Telephone (mandatory): Facsimile (optional): E-mail (mandatory):</p>		
<p>Media on which Licensed Software must be Delivered (CD-ROM or Download or any other media) :</p> <p><i>[The bidders must indicate the media on which the licensed software will be delivered. The bidder must indicate the medium for the initial licenses and for the optional licenses because it may be different media.]</i></p>		
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		

Form 2**Software Publisher Certification Form**

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

[bidders should add or remove lines as needed]

Form 3**Software Publisher Authorization Form**

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____


Date signed _____



Solicitation Number _____


Name of Bidder _____

Enclosure 1 - Data Entry Forms

Wharf Services


 Transports Canada		Groupe des programmes		SERVICES AU QUAI		Numéro de Formulaire		HSC00233		Ok	
Supprimer											
IDENTIFICATION DU QUAI MATANE - QUAI MARGINAL				SITE DU QUAI MATANE		POSTE D'AMARRAGE 1		<input checked="" type="radio"/> FÉDÉRAL <input type="radio"/> PRIVÉ		CODE DE QUAI QU01	
NOM DU NAVIRE MEGAN C				JAUGE BRUTE 9530 tonneaux		DERNIER PORT VISITÉ EDEM					
NATIONALITÉ ANGLETERRE		CODE NATIONALITÉ AE		LONGUEUR 138.07 Mètres		MARCHANDISES origine EDEM destination BAIE COMEAU					
TYPE DE NAVIRE CARGO		TIRANT D'EAU CHARGE (mètres) avant 0 arrière 0		UTILISATION DU REMORQUEUR <input type="checkbox"/> ENTRÉE <input type="checkbox"/> SORTIE		<input type="radio"/> National <input checked="" type="radio"/> International					
Amarrage au quai		Droits de ports		Services Rendus		Remarques					

AAAA-MM-JJ		HEURES		BUT DE L'AMARRAGE		AGENT OU CIE MARITIME À FACTURER	
ARRIVÉE	 2011-10-19		09:15	Premier		Nom	AG. OCÉANIQUE BAS ST LAUREN
DÉPART	 2011-10-20		20:25	β		No. client	0010041
Sans Activité (Jours réguliers) Nb jours Nb heures				Deuxième		Adresse	C.P. 248, STATION B
ATTENTE À L'ANCRE Inscrive la raison dans la section remarques						Ville	QUÉBEC QC
						Code Postal	G1K7A6



RECHERCHE

Nouveau Formulaire

 Transports Canada		Groupe des programmes		Numéro de Formulaire		HSC00233		ok	
SERVICES AU QUAI									
<div>Supprimer</div>									
IDENTIFICATION DU QUAI MATANE - QUAI MARGINAL		SITE DU QUAI MATANE		POSTE D'AMARRAGE 1		<input checked="" type="radio"/> FÉDÉRAL <input type="radio"/> PRIVÉ		CODE DE QUAI QU01	
NOM DU NAVIRE MEGAN C				JAUGE BRUTE 9530 tonneaux		DERNIER PORT VISITÉ EDEM			
NATIONALITÉ ANGLETERRE		CODE NATIONALITÉ AE		LONGUEUR 138.07 Mètres		MARCHANDISES origine EDEM destination BAIE COMEAU			
TYPE DE NAVIRE CARGO		TIRANT D'EAU CHARGE (mètres) avant 0 arrière 0		UTILISATION DU REMORQUEUR <input type="checkbox"/> ENTRÉE <input type="checkbox"/> SORTIE		<input type="radio"/> National <input checked="" type="radio"/> International			
Amarrage au quai		Droits de ports		Services Rendus		Remarques			
TYPE D'IMMATRICULATION DE NAVIRE 2				MONTANT TOTAL 527.01 \$		TPS 0.00 \$		TVQ 0.00 \$	
Si vous changez la valeur NATIONAL/INTERNATIONAL dans le formulaire principal, vous devez resélectionner le type d'immatriculation dans ce sous-formulaire									
<div> </div>				RECHERCHE		Nouveau Formulaire			



	Transports Canada	Groupe des programmes	Numéro de Formulaire HSC00233		Ok																								
SERVICES AU QUAI																													
Supprimer																													
IDENTIFICATION DU QUAI		SITE DU QUAI		POSTE D'AMARRAGE	<input checked="" type="radio"/> FÉDÉRAL <input type="radio"/> PRIVÉ																								
MATANE - QUAI MARGINAL		MATANE		1	CODE DE QUAI																								
					QU01																								
NOM DU NAVIRE		JAUGE BRUTE		DERNIER PORT VISITÉ																									
MEGAN C		9530 tonneaux		EDEM																									
NATIONALITÉ		CODE NATIONALITÉ		LONGUEUR																									
ANGLETERRE		AE		138.07 Mètres																									
TYPE DE NAVIRE		TIRANT D'EAU CHARGE (mètres)		UTILISATION DU REMORQUEUR																									
CARGO		avant 0 arrière 0		<input type="checkbox"/> ENTRÉE <input type="checkbox"/> SORTIE																									
				destination BAIE COMEAU																									
				<input type="radio"/> National <input checked="" type="radio"/> International																									
Amarrage au quai Droits de ports Services Rendus Remarques																													
<table><thead><tr><th>CLIENT</th><th>QUANTITÉ</th><th>CODE MARCHANDISE</th><th>UNITÉ DE MESURE</th><th>DESCRIPTION MARCHANDISE / SERVICE RENDU</th><th>BUT AMARRAGE</th></tr></thead><tbody><tr><td>TERMINAUX PORTUAIRES DU QUÉBEC</td><td>1 486.50</td><td>500</td><td>TM</td><td>CARGO GENERAL/DÉCHARGEMENT</td><td>B</td></tr><tr><td>TERMINAUX PORTUAIRES DU QUÉBEC</td><td>140.00</td><td>275</td><td>UNI</td><td>CONTENEURS/ABORDS D'UN QUAI</td><td>B</td></tr><tr><td>*</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>						CLIENT	QUANTITÉ	CODE MARCHANDISE	UNITÉ DE MESURE	DESCRIPTION MARCHANDISE / SERVICE RENDU	BUT AMARRAGE	TERMINAUX PORTUAIRES DU QUÉBEC	1 486.50	500	TM	CARGO GENERAL/DÉCHARGEMENT	B	TERMINAUX PORTUAIRES DU QUÉBEC	140.00	275	UNI	CONTENEURS/ABORDS D'UN QUAI	B	*					
CLIENT	QUANTITÉ	CODE MARCHANDISE	UNITÉ DE MESURE	DESCRIPTION MARCHANDISE / SERVICE RENDU	BUT AMARRAGE																								
TERMINAUX PORTUAIRES DU QUÉBEC	1 486.50	500	TM	CARGO GENERAL/DÉCHARGEMENT	B																								
TERMINAUX PORTUAIRES DU QUÉBEC	140.00	275	UNI	CONTENEURS/ABORDS D'UN QUAI	B																								
*																													
Enr: 1 sur 2 Recherche																													
RECHERCHE																													
Nouveau Formulaire																													

	Transports Canada	Groupe des programmes	Numéro de Formulaire HSC00233		Ok																																																
SERVICES AU QUAI																																																					
Supprimer																																																					
IDENTIFICATION DU QUAI		SITE DU QUAI		POSTE D'AMARRAGE	<input checked="" type="radio"/> FÉDÉRAL <input type="radio"/> PRIVÉ																																																
MATANE - QUAI MARGINAL		MATANE		1	CODE DE QUAI																																																
					QU01																																																
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NATIONALITÉ		CODE NATIONALITÉ		LONGUEUR																																																	
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TYPE DE NAVIRE		TIRANT D'EAU CHARGE (mètres)		UTILISATION DU REMORQUEUR																																																	
CARGO		avant 0 arrière 0		<input type="checkbox"/> ENTRÉE <input type="checkbox"/> SORTIE																																																	
				<input type="radio"/> National <input checked="" type="radio"/> International																																																	
Amarrage au quai Droits de ports Services Rendus Remarques																																																					
<table><tr><td colspan="4">20 CONTENEURS + 30 PALES D'EOLIENNES +=140 CONTENEURS 1 PALE= 4 CONTENEURS</td><td>Date arrivée</td><td>2011-10-17</td></tr><tr><td colspan="4"></td><td>Heure arrivée</td><td>23:00</td></tr><tr><td colspan="4"></td><td>Date départ</td><td>2011-10-19</td></tr><tr><td colspan="4"></td><td>Heure départ</td><td>20:30</td></tr><tr><td colspan="4">Modification de l'information du navire :</td><td colspan="2">Total des heures: 46</td></tr><tr><td colspan="4"></td><td colspan="2"></td></tr><tr><td colspan="2">Date de la signature</td><td colspan="2">Nom du Gardien</td><td colspan="2">Nom du Commis</td></tr><tr><td colspan="2">2011-10-25</td><td colspan="2">JEAN-PIERRE HARRISON</td><td colspan="2">PIERRETTE BISSON</td></tr></table>						20 CONTENEURS + 30 PALES D'EOLIENNES +=140 CONTENEURS 1 PALE= 4 CONTENEURS				Date arrivée	2011-10-17					Heure arrivée	23:00					Date départ	2011-10-19					Heure départ	20:30	Modification de l'information du navire :				Total des heures: 46								Date de la signature		Nom du Gardien		Nom du Commis		2011-10-25		JEAN-PIERRE HARRISON		PIERRETTE BISSON	
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2011-10-25		JEAN-PIERRE HARRISON		PIERRETTE BISSON																																																	
RECHERCHE																																																					
Nouveau Formulaire																																																					



Daily Storage

Transports Canada Groupe des programmes Numéro de Formulaire **HEA00054**

ENTREPOSAGE QUOTIDIEN

Du Au

IDENTIFICATION DU SITE CODE DE SITE

CLIENT À FACTURER-ADRESSE

Nom No. client
Adresse Ville
Code Postal

Utilisation

TYPE D'ENTREPOSAGE		PÉRIODE D'ENTREPOSAGE		SURFACE OCCUPÉE EN MÈTRE CARRÉ	CODE MARCHANDISE	DESCRIPTION MARCHANDISE
		DATE DE DÉBUT (AA/MM/JJ)	DATE DE FIN (AA/MM/JJ)			
<input type="button" value="▶"/>	<input type="text" value="4"/>	<input type="text" value="2011-10-03"/>	<input type="text" value="2011-10-31"/>	<input type="text" value="15"/>	<input type="text" value="75"/>	<input type="text" value="GENERAL CONTENEURS"/>
<input type="button" value="✱"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Enr:

Transports Canada Groupe des programmes Numéro de Formulaire **HEA00054**

ENTREPOSAGE QUOTIDIEN

Du Au

IDENTIFICATION DU SITE CODE DE SITE

CLIENT À FACTURER-ADRESSE

Nom No. client
Adresse Ville
Code Postal

Utilisation

Date de la signature Nom du Gardien Nom du Commis



Ferry Services Invoicing

Numéro de Formulaire HTA00012					Ok
Transports Canada Groupe des programmes					Supprimer
FACTURATION DES TRAVERSERS					
ANNÉE-MOIS 201108	DU 2011-08-01	AU 2011-08-31	LONGUEUR (Mètres) 38.89	JAUGE BRUTE 591	
IDENTIFICATION DU QUAI RIMOUSKI			CODE DE QUAI QU02		
NOM DU NAVIRE C.N.M EVOLUTION			CODE CLIENT 0012838		
Avec Activité	NOMBRE DE JOURS AU TAUX MAXIMUM		26		
	NOMBRE DE JOURS AU TAUX MINIMUM		0		
	NOMBRE D'HEURES AU TAUX HORAIRE		0		
NOMBRE DE JOURS SANS ACTIVITÉ			5		
REMARQUES					
Date de la signature 2011-08-30		Nom du Gardien MICHEL CARON	Nom du Commis PIERRETTE BISSON		
⏮ ⏪ ⏩ ⏭		RECHERCHE	Nouveau Formulaire		



Magdalen Islands and Lower North Shore

Transports Canada Groupe des programmes Numéro de Formulaire **HBIS5298**

ÎLES-DE-LA-MADELEINE ET BASSE CÔTE-NORD

DATE FIN PÉRIODE 2010-10-31	ANNÉE-MOIS 201010	DATE DE SAISIE 2011-02-03
--------------------------------	----------------------	------------------------------

NOM DU SITE CAP AUX MEULES	CODE DE SITE 303	IDENTIFICATION DU QUAI CAP AUX MEULES - PÊCHEURS	CODE DE QUAI QU03	TYPE DE FORMULAIRE ÎLES-DE-LA-MADELEINE
-------------------------------	---------------------	---	----------------------	--

NOM DU NAVIRE LA MER DU NORD	CLIENT NOM CHEVARIE, PASCAL No. client 0092339 ADRESSE 83, CHEMIN LE PRÉ VILLE L'ÉTANG-DU-NORD QC CODE POSTAL G4T3L1	NOMBRE DE JOURS AU TAUX MAXIMUM 0 AU TAUX MINIMUM 0 TAUX HORAIRE 0 SANS ACTIVITÉ 9
---------------------------------	--	--

NATIONALITÉ CANADA	CODE NATIONALITÉ CA LONGUEUR (Mètres)
-----------------------	---

Date | Marchandise | Remarques

Veuillez vous assurer d'avoir sauvegardé le formulaire et d'avoir fermé le formulaire avant d'entrer des informations dans cette section!

DATE ARRIVÉE	HEURE ARRIVÉE	DATE DÉPART	HEURE DÉPART	TOTAL D'HEURE	SANS_ACTIVITÉ	TOTAL
2010-10-02	00:01	2010-10-03	23:59	48	<input checked="" type="checkbox"/>	8.6
2010-10-05	00:01	2010-10-11	23:59	168	<input checked="" type="checkbox"/>	30.1
*					<input type="checkbox"/>	

TOTAL FRAIS: 38.7

Enr: 1 sur 2 | |

Transports Canada Groupe des programmes Numéro de Formulaire **HBIS5298**

ÎLES-DE-LA-MADELEINE ET BASSE CÔTE-NORD

DATE FIN PÉRIODE 2010-10-31	ANNÉE-MOIS 201010	DATE DE SAISIE 2011-02-03
--------------------------------	----------------------	------------------------------

NOM DU SITE CAP AUX MEULES	CODE DE SITE 303	IDENTIFICATION DU QUAI CAP AUX MEULES - PÊCHEURS	CODE DE QUAI QU03	TYPE DE FORMULAIRE ÎLES-DE-LA-MADELEINE
-------------------------------	---------------------	---	----------------------	--

NOM DU NAVIRE LA MER DU NORD	CLIENT NOM CHEVARIE, PASCAL No. client 0092339 ADRESSE 83, CHEMIN LE PRÉ VILLE L'ÉTANG-DU-NORD QC CODE POSTAL G4T3L1	NOMBRE DE JOURS AU TAUX MAXIMUM 0 AU TAUX MINIMUM 0 TAUX HORAIRE 0 SANS ACTIVITÉ 9
---------------------------------	--	--


NATIONALITÉ CANADA	CODE NATIONALITÉ CA LONGUEUR (Mètres)
-----------------------	---

Date | Marchandise | Remarques

CODE MARCH.	UNITÉ DE MESURE	QUANTITÉ	MARCHANDISE / SERVICE	BUT	CLS	POIDS TM
540	JR	1.00	ELEC (110V) 6.00\$/JR + 25% FRAIS ADM	A		1.00
*						

Enr: 1 sur 1 | |



 Transports Canada		Groupe des programmes		Numéro de Formulaire HB155298		<input type="button" value="Ok"/>																
ÎLES-DE-LA-MADELEINE ET BASSE CÔTE-NORD																						
DATE FIN PÉRIODE 2010-10-31		ANNÉE-MOIS 201010		DATE DE SAISIE 2011-02-03																		
NOM DU SITE CAP AUX MEULES		CODE DE SITE 303		IDENTIFICATION DU QUAÏ CAP AUX MEULES - PÊCHEURS		CODE DE QUAÏ QU03																
NOM DU NAVIRE LA MER DU NORD		CLIENT NOM CHEVARIE, PASCAL		NOMBRE DE JOURS AU TAUX MAXIMUM 0																		
NATIONALITÉ CANADA		CODE NATIONALITÉ CA		No. client 0092339		AU TAUX MINIMUM 0																
LONGUEUR (Mètres)		ADRESSE 83, CHEMIN LE PRÉ		VILLE L'ÉTANG-DU-NORD QC		TAUX HORAIRE 0																
		CODE POSTAL G4T3L1		SANS ACTIVITÉ 9																		
<table border="1"><thead><tr><th>Date</th><th>Marchandise</th><th>Remarques</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>								Date	Marchandise	Remarques												
Date	Marchandise	Remarques																				
Date de la signature 2011-02-03		Nom du Gardien JOHANNE LEBEL		Nom du Commis SUZANNE BOURGEOIS																		
<div><input type="button" value="RECHERCHE"/> <input type="button" value="Nouveau Formulaire"/></div>																						




Transports Canada
Région du Québec


Transport Canada
Quebec Region

Enclosure 2 - Printable Versions of the Forms

Wharf Services

 Transports Canada Transport Canada		SERVICES AU QUAI WHARF SERVICES		HSC00230	
Groupe des programmes		Programs Group			
IDENTIFICATION DU QUAI / IDENTIFICATION OF WHARF MATANE - QUAI MARGINAL		POSTE D'AMARRAGE BERTH LOCATION 1	<input checked="" type="checkbox"/> FÉDÉRAL / GOVERNMENT <input type="checkbox"/> PRIVÉ / PRIVATE	CODE DE QUAI / WHARF CODE QU01	
NOM DU NAVIRE / NAME OF VESSEL MICHIGANBORG		JAUGE BRUTE / GROSS TONNAGE 6540 tonneaux / register ton-100 cubic feet		DERNIER PORT VISITÉ / LAST PORT PHILADELPHIE	
NATIONALITÉ / NATIONALITY NETHERLANDS (DUTC)		CODE DE NATIONALITÉ / NATIONALITY CODE NA		ORIGINE DES MARCHANDISES / ORIGIN OF GOODS MATANE	
TYPE DE NAVIRE / TYPE OF VESSEL 1- EN VRAC / BULK CARRIER 2- CITIERNE / TANKER 3- CARGO 4- PAQUEBOT-CROISIÈRE / PASSENGER LINER 5- TRAVERSIER RAIL COGEMA / COGEMA TRAIN FERRY 6- DESSERT-ION / LOWER NORTH SHORE ACTIVITIES 7- GOUVERNEMENT / GOVERNMENT 8- PLAISANCE-EXCURSION / SMALL CRAFT-EXCURSION 3		9- PÊCHE CANADIEN COMMERCIAL / CANADIAN COMMERCIAL FISHING VESSEL 10- PÊCHE / FISHING 11- TRAVERSERS / FERRY 12- AUTRES / OTHERS		TIRANT D'EAU CHARGE / LOADED DRAFT avant / fore 0,00 mètres / meters arrière / aft 0,00 mètres / meters	
		UTILISATION DU REMORQUEUR / USE OF TUG <input type="checkbox"/> ENTRÉE / ARRIVAL <input type="checkbox"/> SORTIE / DEPARTURE		<input type="checkbox"/> NATIONAL <input checked="" type="checkbox"/> INTERNATIONAL	
AMARRAGE AU QUAI / BERTHAGE					
ARRIVÉE ARRIVAL	DATE AA-MM-DD 11-10-02	HEURES / TIME HH:MM 14:15	BUT DE L'AMARRAGE / BERTH UTILIZATION A- CHARGEMENT / LOADING B- DÉCHARGEMENT / UNLOADING C- RÉPARATION / REPAIRS D- PROVISION / SUPPLIES E- COMBUSTIBLE / REFUELLING F- SÉCURITÉ / SAFETY G- SANS ACTIVITÉ / NO ACTIVITY K- AVEC ACTIVITÉ / WITH ACTIVITY A.		
DÉPART DEPARTURE	DATE AA-MM-DD 11-10-06	HEURES / TIME HH:MM 08:15	AGENT OU CIE MARITIME À FACTURER / BILLING TO AGENT OR SHIPPING COMPANY AG. OCÉANIQUE BAS ST LAURENT C.P. 248, STATION B QUÉBEC QC G1K7A6		
SANS ACTIVITÉ SI BUT AMARRAGE EST (A) CHARGEMENT OU (B) DÉCHARGEMENT NO ACTIVITY IF BERTH UTILIZATION IS FOR "A" LOADING OR "B" UNLOADING J / D H			0010041		
DROITS DE PORT / HARBOUR DUES					
1-Navire immatriculé au Canada / Vessel registered in Canada. 2-Navire immatriculé à l'étranger / Foreign vessel. 3-Navire commercial qui navigue dans les limites d'un port / Commercial vessel that normally operates within the limits of any public harbour.			INSCRIRE LE NUMÉRO / ENTER NUMBER 2	MONTANT TOTAL / TOTAL AMOUNT \$ 361.66	TPS / G.S.T. \$ 0 TVQ / Q.S.T. \$ 0
SERVICES RENDUS / SERVICES RENDERED					
IDENTIFIER LE CLIENT, SI DIFFÉRENT DE L'AGENT OU CIE MARITIME ADRESSE NAME OF CLIENT IF DIFFERENT FROM AGENT OR SHIPPING COMPANY ADDRESS		QUANTITÉ QUANTITY	UNITÉ DE MESURE UNIT OF MEASURE	CODE MARCHANDISE GOODS CODE	DESCRIPTION MARCHANDISE OU SERVICE RENDU DESCRIPTION OF MERCHANDISE OR SERVICE RENDERED
02003-2 TERMINAUX PORTUAIRES DU Q		7627.87	TM	142	PATE DE BOIS
REMARQUES / REMARKS					
ISPS					
JEAN-PIERRE HARRISON					
SIGNATURE					
2011-10-11					
DATE					
LES ZONES OMBRÉES SONT RÉSERVÉES AU BUREAU RÉGIONAL / SHADED AREAS ARE RESERVED FOR REGIONAL OFFICE					
(07155)1					


Daily Storage

	Transports Canada	Transport Canada	ENTREPOSAGE QUOTIDIEN DAILY STORAGE		
Groupe des programmes		Programs Group			
DU / FROM 11-10-01 AU / TO 11-10-31			HEA00054		
IDENTIFICATION DU SITE / IDENTIFICATION OF SITE RIMOUSKI			CODE DE SITE / SITE CODE 226		
CLIENT A FACTURER-ADRESSE / BILL TO: (NAME AND ADDRESS) REFORMAR 310, ALLEE DES URSULINES RIMOUSKI QC G5L3A1			TYPE D'ENTREPOSAGE / TYPE OF STORAGE 1- MARCHANDISE ENTREPOSEES DANS UN HANGAR NON À L'ÉPREUVE DU GEL GOODS STORED IN SHED OTHER THAN FROST-PROOF SHED 2.1- LÉGUMES ET LÉGUMES-RACINES ENTREPOSÉS DANS UN HANGAR NON CHAUFFÉ À L'ÉPREUVE DU GEL / VEGETABLES AND ROOT VEGETABLES STORED IN AN UNHEATED FROST-PROOF SHED 2.2- LÉGUMES ET LÉGUMES-RACINES ENTREPOSÉS DANS UN HANGAR CHAUFFÉ À L'ÉPREUVE DU GEL / VEGETABLES AND ROOT VEGETABLES STORED IN A HEATED FROST-PROOF SHED 3- MARCHANDISES AUTRES QUE LÉGUMES ET LÉGUMES-RACINES ENTREPOSÉES DANS UN HANGAR CHAUFFÉ À L'ÉPREUVE DU GEL / GOODS OTHER THAN VEG-ETABLES AND ROOT VEGETABLES STORED IN A HEATED FROST-PROOF SHED 4- MARCHANDISES ENTREPOSÉES SUR UN QUAI / GOODS STORED ON A WHARF 5- MARCHANDISES ENTREPOSÉES SUR LES ABORDS D'UN QUAI / GOODS STORED ON WHARF APPROACHES		
			CODE 0011530		
UTILISATION / USE					
TYPE D'ENTREPOSAGE TYPE OF STORAGE	PÉRIODE D'ENTREPOSAGE STORAGE PERIOD		SURFACE OCCUPÉE EN MÈTRE CARRÉ SURFACE OCCUPIED IN SQUARE METRES	CODE MARCHANDISE GOODS CODE	DESCRIPTION MARCHANDISE DESCRIPTION OF GOODS
	DATE DE DÉBUT START DATE (AA/MM/JJ) - (YY/MM/DD)	DATE DE FIN END DATE (AA/MM/JJ) - (YY/MM/DD)			
4	11-10-03	11-10-31	15	75	GENERAL CONTENEURS
REMARQUES / REMARKS					
MICHEL CARON					2011-10-31
SIGNATURE _____					DATE (07155)Z _____

LES ZONES OMBRAGÉES SONT RÉSERVÉES AU BUREAU RÉGIONAL / SHADED AREAS ARE RESERVED FOR REGIONAL OFFICE



Ferry Services Invoicing

	Transports Canada	Transport Canada	HTA00012	
Groupe des programmes	Programs Group			
FACTURATION DES TRAVERSERS FERRY SERVICES INVOICING				
ANNÉE-MOIS / YEAR-MONTH: 2011-08		DU / FROM 2011/08/01 AU / TO 2011/08/31		
IDENTIFICATION DU QUAI / IDENTIFICATION OF WHARF RIMOUSKI			CODE DE QUAI / WHARF CODE QU02	
NOM DU NAVIRE / NAME OF VESSEL C.N.M EVOLUTION			CODE CLIENT/CLIENT CODE 0012838	
A C T I V I T É	A C T I V I T É	NOMBRE DE JOURS AU TAUX MAXIMUM / NUMBER OF DAYS AT MAXIMUM RATE	26 JOURS / DAYS	
		NOMBRE DE JOURS AU TAUX MINIMUM / NUMBER OF DAYS AT MINIMUM RATE	0 JOURS / DAYS	
		NOMBRE D'HEURES AU TAUX HORAIRE / NUMBER OF HOURS AT HOURLY RATE	0 HEURES / HOURS	
NOMBRE DE JOURS SANS ACTIVITÉ NUMBER OF WITHOUT ACTIVITY			5 JOURS / DAYS	
REMARQUES / REMARKS				
<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>				
MICHEL CARON			2011-08-30	
SIGNATURE			DATE	
(07155)5				



Magdalen Islands and Lower North Shore



Transports
Canada
Groupe des
programmes

Transport
Canada
Programs
Group

HBI55298

FACTURATION ÎLES DE LA MADELEINE - BASSE CÔTE-NORD
ÎLES DE LA MADELEINE -BASSE CÔTE-NORD INVOICING

ANNÉE-MOIS / YEAR-MONTH: **201010**

DU / FROM **10-10-01**

AU / TO **10-10-31**

IDENTIFICATION DU QUAI / IDENTIFICATION OF WHARF
CAP AUX MEULES

CODE DE QUAI / WHARF CODE
QU03

NOM DU NAVIRE / NAME OF VESSEL
LA MER DU NORD

CODE CLIENT/CLIENT CODE
0092339

A C T I V I T É	W I T H	A C T I V I T Y	NOMBRE DE JOURS AU TAUX MAXIMUM (11h et plus) NUMBER OF DAYS AT MAXIMUM RATE (11h and more)	0.0	JOURS / DAYS
			NOMBRE DE JOURS AU TAUX MINIMUM (2h et moins) NUMBER OF DAYS AT MINIMUM RATE (2h and less)	0.0	JOURS / DAYS
			NOMBRE D'HEURES AU TAUX HORAIRE (3h et plus) NUMBER OF HOURS AT HOURLY RATE (3h and more)	0.00	HEURES / HOURS
			NOMBRE DE JOURS SANS ACTIVITÉ NUMBER OF WITHOUT ACTIVITY		

ARRIVÉE ARRIVAL		DÉPART DEPARTURE		MARCHANDISE CHARGÉE MERCHANDISE LOADED	MARCHANDISE DÉCHARGÉE MERCHANDISE UNLOADED	DESCRIPTION	CODE DE MARCHANDISE GOODS CODE
DATE	HEURE HOUR	DATE	HEURE HOUR	(A) TM	(B) TM		
10-10-02	00:01	10-10-03	23:59	1.00		ELEC (110V) 6.00\$/JR + 25% FRAIS ADMIN	540
10-10-05	00:01	10-10-11	23:59				

REMARQUES / REMARKS

JOHANNE LEBEL

SIGNATURE

2011-02-03

DATE

(07155)7



Enclosure 3 - Invoicing

**** **Note** regarding the screenshots below: At the present time, only the unvarying fields are in both official languages; the invoicing details are in one of the official languages, based on the client's preference. With the present contract, we want the invoicing details to be in both French and English.

Wharf Services

Transports Canada / Transport Canada		INVOICE		Date 2011/10/11	
Rappeler le numéro de dossier sur toute correspondance. Faire des versements en devises canadiennes à l'ordre du Receveur général du Canada.		Quote File Number on all correspondence. Make remittance payable in Canadian Funds to the Receiver General for Canada.		Numéro - Number DMH-H0037970	
Nom et adresse - Name and address		Bureau d'origine - Issuing Office		Envoyer le versement et une copie de la facture à: Send remittance and one copy of Invoice to:	
A.G. OCÉANIQUE BAS ST LAURENT C.P. 248, STATION B QUÉBEC QC G1K 7A6		0010041 TRANSPORTS CANADA - MARINE COMPTABILITE - NDFK DORVAL 700, LEIGH CAPREOL DORVAL (QC) H4Y 1G7 TEL (514) 633-3428 FAX (514) 633-3705			
Lieu et événements - Place and Events At wharf of MATANE - QUAI MARGINAL MICHIGANBORG (6 540) - 134,5M - NETHERLANDS (DUTCH) moored the 2011/10/02 at 14:15 and sailed the 2011/10/06 at 08:15					
Description				Montant - Amount	
Berthage charge for a vessel					
4 DAY(S) BERTHAGE CHARGES @ 1,53/ M				823.14 \$	
Harbour dues				361.66 \$	
TOTAL TO BE PAID				1 184.80 \$	
Terms : net 30 days : interest will be charged on overdue accounts. 1- COPIE DU CLIENT - CUSTOMER'S COPY				Références - References 14496 HSC002301	



Transports Canada
Transport Canada

FACTURE

Rappeler le numéro de dossier sur toute Quote File Number on all correspon-
correspondance. Faire des versements en dence. Make remittance payable in
devises canadiennes à l'ordre du Receveur Canadian Funds to the Receiver General
général du Canada. for Canada.

Nom et adresse - Name and address

TÉRMINAUX PORTUAIRES DU QUÉBEC

02003-2

1620, DE MATANE-SUR-MER

C.P. 576

MATANE QC

G4W 3M6

Envoyer le versement et une copie de la facture à:
Send remittance and one copy of Invoice to:

Bureau d'origine - Issuing Office

TRANSPORTS CANADA - MARINE

COMPTABILITE - NDFK DORVAL

700, LEIGH CAPREOL

DORVAL (QC) H4Y 1G7

TEL (514) 633-3428

FAX (514) 633-3705

Lieu et événements - Place and Events

Au quai de MATANE - QUAI MARGINAL

MICHIGANBORG (6 540) - 134,5M - NETHERLANDS (DUTCH) arrivée le 2011/10/02 à 14:15 et départ le 2011/10/06 à 08:15

Description	Montant - Amount
Transbordement	
7627,87 TM PATE DE BOIS @ 1,21 / TM	9 229.72 \$
TOTAL A PAYER	9 229.72 \$

Conditions : net 30 jours : intérêt facturé sur le solde en souffrance.

1- COPIE DU CLIENT - CUSTOMER'S COPY

Références - References

14496 HSC002302



Daily Storage

Transports Canada / Transport Canada		FACTURE		Date 2011/11/03	
Rappeler le numéro de dossier sur toute correspondance. Faire des versements en devises canadiennes à l'ordre du Receveur général du Canada.		Quote File Number on all correspondence. Make remittance payable in Canadian Funds to the Receiver General for Canada.		Numéro - Number DMH-H0038178	
Nom et adresse - Name and address		Bureau d'origine - Issuing Office		Envoyer le versement et une copie de la facture à: Send remittance and one copy of invoice to:	
REFORMAR 310, ALLEE DES URSULINES RIMOUSKI QC G5L 3A1		0011530		TRANSPORTS CANADA - MARINE COMPTABILITE - NDFK DORVAL 700, LEIGH CAPREOL DORVAL (QC) H4Y 1G7 TEL (514) 633-3428 FAX (514) 633-3705	
Lieu et événements - Place and Events Au site de RIMOUSKI Entreposé du 2011/10/01 au 2011/10/31 (31 jours)					
Description				Montant - Amount	
SUR UN QUAI- LOT 0 - GENERAL CONTENEURS 2011/10/03 AU 2011/10/31 15 M2 29 jour(s)				@ 0.13/M2	56.55 \$
TPS (No Réf.: 121491807), de 5% sur				56.55 \$	2.83 \$
TVQ (No Réf.: 1012857680), de 8,5% sur				59.38 \$	5.05 \$
TOTAL A PAYER					64.43 \$
Conditions : net 30 jours : intérêt facturé sur le solde en souffrance. 1- COPIE DU CLIENT - CUSTOMER'S COPY					
Références - References 14643 HEA000541					



Ferry Services Invoicing

Transports Canada / Transport Canada		FACTURE		Date 2011/09/15	
Rappeler le numéro de dossier sur toute correspondance. Faire des versements en devises canadiennes à l'ordre du Receveur général du Canada.		Quote File Number on all correspondence. Make remittance payable in Canadian Funds to the Receiver General for Canada.		Numéro - Number DMH-H0037776	
Nom et adresse - Name and address		Envoyer le versement et une copie de la facture à: Send remittance and one copy of invoice to:		Bureau d'origine - Issuing Office	
TRAVERSE RIMOUSKI-FORESTVILLE 57, RUE BRILLANT C.P. 516 MATANE QC G4W 3P5		0012838		TRANSPORTS CANADA - MARINE COMPTABILITE - NDFK DORVAL 700, LEIGH CAPREOL DORVAL (QC) H4Y 1G7 TEL (514) 633-3428 FAX (514) 633-3705	
Lieu et événements - Place and Events Au quai de RIMOUSKI - QUAI TRANSVERSAL Le traversier C.N.M.EVOLUTION (591) - 38,89M Amarrage pour 2011/08					
Description				Montant - Amount	
Amarrage du navire					
26	JOUR(S) DROITS D'AMARRAGE	@	1.53 / M	1,547.04 \$	
5	JOUR(S) DROITS D'AMARRAGE	@	0.43 / M	83.61 \$	
Droits de port				80.97 \$	
TPS (No Réf.: 121491807), de 5% sur				1,711.62 \$	85.58 \$
TVQ (No Réf.: 1012857680), de 8,5% sur				1,797.20 \$	152.76 \$
TOTAL A PAYER					1,949.96 \$
Conditions : net 30 jours : intérêt facturé sur le solde en souffrance. 1- COPIE DU CLIENT - CUSTOMER'S COPY					
Références - References 14339 HTA000121					



Magdalen Islands and Lower North Shore

Transports Canada		Transport Canada		FACTURE	
<p>Rappeler le numéro de dossier sur toute Quote File Number on all correspondance. Faire des versements en dence. Make remittance payable in devises canadiennes à l'ordre du Receveur Canadian Funds to the Receiver General for Canada.</p>				<p>Date 11-02-03</p> <p>Numéro - Number DMH-H0036572</p>	
<p>Nom et adresse - Name and address</p> <p>PASCAL CHEVARIE 83, CHEMIN LE PRÉ L'ÉTANG-DU-NORD QC G4T 3L1</p>				<p>Envoyer le versement et une copie de la facture à: Send remittance and one copy of invoice to:</p> <p>Bureau d'origine - Issuing Office</p> <p>TRANSPORTS CANADA - MARINE COMPTABILITE - NDFK DORVAL 700, LEIGH CAPREOL DORVAL (QC) H4Y 1G7 TEL (514) 633-3428 FAX (514) 633-3705</p>	
<p>Lieu et événements - Place and Events</p> <p>Au quai de CAP AUX MEULES - PÊCHEURS Le navire LA MER DU NORD (0) - 10M Amarrage pour 2010/10</p>					
Description					Montant - Amount
Amarrage du navire					
9 JOUR(S) DROITS D'AMARRAGE @ 0.43 / M					38.70 \$
Transbordement					
1 JR ELEC (110V) 6.00\$/JR + 25% FRAIS ADMIN @ 7.50 / JR					7.50 \$
Droits de port					
TPS (No Réf.: 121491807), de 5% sur					46.20 \$ 2.31 \$
TVQ (No Réf.: 1012857680), de 8,5% sur					48.51 \$ 4.12 \$
TOTAL A PAYER					52.63 \$
Arrivées		Départs			
Date	Heure	Date	Heure		
2010/10/05	00:01	2010/10/11	23:59		
2010/10/02	00:01	2010/10/03	23:59		
<p>Conditions : net 30 jours : intérêt facturé sur le solde en souffrance. 1- COPIE DU CLIENT - CUSTOMER'S COPY</p> <p>Références - References 13457 HBI52981</p>					



Enclosure 4 - Accounting Lines

Wharf Services

11/11/29	PAGE :	1
13:36:30	W2SLC01R	
<i>SI HAVRES & PORTS</i>		
<i>RAPPORT DES LIGNES COMPTABLES</i>		
NO LOT		
14496		
NO FACT./CRÉD.	DATE FACT.	FORMULAIRE
DMHIH0037970	2011/10/11	HSC00230 1
LIGNES COMPTABLES		
0010041-2-2-00-00-6931-T3H-601-8937-0000-QQDT-9		823.14
0010041-2-2-00-00-6931-T3H-601-8955-0000-QQCB-9		361.66
NO FACT./CRÉD.	DATE FACT.	FORMULAIRE
DMHIH0037971	2011/10/11	HSC00230 2
LIGNES COMPTABLES		
02003-2-2-2-00-00-6931-T3H-601-8730-0000-QQDT-9		9,229.72



Daily Storage

11/11/29
13:38:31

PAGE : 1
W2SLC01R

SI HAVRES & PORTS
RAPPORT DES LIGNES COMPTABLES

NO LOT
14643

NO FACT./CRÉD.	DATE FACT.	FORMULAIRE
DMHIH0038178	2011/11/03	HEA00054 1

LIGNES COMPTABLES

0011530-2-2-00-00-6931-T3H-601-8933-0000-QQGM-9	56.55
0011530-9-9-00-00-9ZZZ-9ZZ-78B-9684-0000-0000-9	2.83
0011530-9-9-00-00-9ZZZ-9ZZ-782-9673-0000-0000-9	5.05



Ferry Services Invoicing

11/11/29
13:39:44

PAGE : 1
W2SLC01R

*SI HAVRES & PORTS
RAPPORT DES LIGNES COMPTABLES*

NO LOT
14339

NO FACT./CRÉD.	DATE FACT.	FORMULAIRE
DMHIH0037776	2011/09/15	HTA00012 1

LIGNES COMPTABLES

0012838-2-2-00-00-6931-T3H-601-8937-0000-QQGM-9	1,547.04
0012838-2-2-00-00-6931-T3H-601-8938-0000-QQGM-9	83.61
0012838-9-9-00-00-9ZZZ-9ZZ-78B-9684-0000-0000-9	85.58
0012838-9-9-00-00-9ZZZ-9ZZ-782-9673-0000-0000-9	152.76
0012838-2-2-00-00-6931-T3H-601-8954-0000-QQCD-9	80.97



Magdalen Islands and Lower North Shore

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13:41:12

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W2SLC01R

*SI HAVRES & PORTS
RAPPORT DES LIGNES COMPTABLES*

NO LOT
13457

NO FACT./CRÉD.	DATE FACT.	FORMULAIRE
DMHIH0036572	2011/02/03	HBI55298 1

LIGNES COMPTABLES

0092339-2-2-00-00-6931-T3H-601-8938-0000-QQDA-9	38.70
0092339-9-9-00-00-9ZZZ-9ZZ-78B-9684-0000-0000-9	2.31
0092339-9-9-00-00-9ZZZ-9ZZ-782-9673-0000-0000-9	4.12
0092339-2-2-00-00-6931-T3H-601-8946-0000-QQDA-9	7.50



Enclosure 5 – Sample Reports

2011/10/19
11:32:18

PAGE 1
W2ST002R

SI HAVRES & PORTS

RAPPORT DETAILLE DU TONNAGE MANIPULE (TM)
DU 2011/08/01 AU 2011/08/31

NO.	NOM & TYPE DE QUAI	NBR	JAUGE	TRAFIC NATIONAL		TRAFIC INTERNATIONAL		TOTAL DE LA PERIODE	
CODE	DESCRIPTION MARCHANDISE	NAV	BRUTE	SORTIES	ENTREES	SORTIES	ENTREES	SORTIES	ENTREES
QU01	CAP AUX MEULES- COMMERCIAL I	FEDERAL							
63	PROD PETRO HUILE LOURDE ETC.			0	4 993	0	0	0	4 993
26	SABLE, PIERRE(GYPSE) GRAVIER,			0	8 998	0	0	0	8 998
TOTAL DE LA PERIODE POUR LE QUAI		2	11 408	0	13 991	0	0	0	13 991
QU02	CAP AUX MEULES- COMMERCIAL II	FEDERAL							
4	BIERE			0	30	0	0	0	30
31	DROITS MIN. PAR ENVOI/CHARG.			0	856	0	0	0	856
62	ESSENCE			0	2 002	0	0	0	2 002
63	PROD PETRO HUILE LOURDE ETC.			0	900	0	0	0	900
1	MARCHANDISE NON SPE. AILLEURS			0	696	0	0	0	696
TOTAL DE LA PERIODE POUR LE QUAI		3	29 542	0	4 484	0	0	0	4 484
TOTAL DE LA PERIODE POUR LE SITE		5	40 950	0	18 475	0	0	0	18 475



2011/10/19
11:32:19

PAGE 1
W2STC02R

SI HAVRES & PORTS
RAPPORT SOMMAIRE DU TONNAGE MANIPULÉ (TM)
DU 2011/08/01 AU 2011/08/31

NO.	NOM & TYPE DE QUAI	NBR NAV	JAUGE BRUTE	TRAFIC NATIONAL		TRAFIC INTERNATIONAL		TOTAL DE LA PERIODE	
				SORTIES	ENTREES	SORTIES	ENTREES	SORTIES	ENTREES
QU01	CAP AUX MEULES- COMMERCIAL I	2	11 408	0	13 991	0	0	0	13 991
QU02	CAP AUX MEULES- COMMERCIAL II	3	29 542	0	4 484	0	0	0	4 484
TOTAL POUR L'ENSEMBLE DES QUAIS :		5	40 950	0	18 475	0	0	0	18 475

*** FIN DU RAPPORT ***



11/11/29
14:02:09

PAGE : 1
W2SSP01R

SI HAVRES & PORTS
RAPPORT DES SERVICES FACTURES
DU 2011/08/01 AU 2011/08/31

NOM DU PORT BAIE COMEAU	QUAI QU02	TYPE FEDERAL								
NOM DU NAVIRE	DATE ARRIVEE	DATE DEPART	BUT DE L'AMARRAGE	TYP NAV	TONNAGE TRANS (TM)	DROIT PORT PERCU	AMARRAGE	TONNAGE FACTURE	MONTANT TOTAL	
INGRID GORTON	2011/08/02	2011/08/05	DECHARGEMENT	3	10078.23	705.08	708.42	24086.97	25500.47	
ARNHEBOURG	2011/08/04	2011/08/08	CHARGEMENT	3	9491.41		.00	22684.47	22684.47	
THORCO AMSTERDAM	2011/08/08	2011/08/10	DECHARGEMENT	3	1600.00	464.91	395.90	3824.00	4684.81	
BARBET ARROW	2011/08/10	2011/08/18	CHARGEMENT	1	15782.69	1519.09	2496.49	22884.90	26900.48	
AZORESBOURG	2011/08/22	2011/08/27	CHARGEMENT	3	9043.96	656.08	1093.95	13113.74	14863.77	
IMPALA	2011/08/27	2011/09/02	CHARGEMENT	1	6963.94	528.45	1422.33	10097.71	12048.49	
TOTAL POUR LE QUAI										
			NOMBRE DE NAVIRES :	6						
			NOMBRE DE NAVIRES AVEC DROITS DE PORTS PERCUS :	5						
			MONTANT DES DROITS DE PORTS PERCUS :	3873.61						
			MONTANT D'AMARRAGE FACTURE :	6117.09						
			MONTANT DE QUAYAGE FACTURE :	96691.79						
			MONTANT TOTAL DES FACTURE :	106682.49						



Transports Canada
Région du Québec

Transport Canada
Quebec Region

Enclosure 6 - Guidelines for Invoicing Berthage and Port Fees

Public port fees: <http://www.tc.gc.ca/eng/programs/ports-menu-public-port-fees-756.htm>