

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Comments - Commentaires

Title - Sujet RATE ENGINE AND SHIPPING APPLICATIO	
Solicitation No. - N° de l'invitation E60LM-100009/B	Date 2012-03-22
Client Reference No. - N° de référence du client E60LM-100009	GETS Ref. No. - N° de réf. de SEAG PW-\$\$EE-027-24022
File No. - N° de dossier 027ee.E60LM-100009	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-04	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacCuaig, Shannon	Buyer Id - Id de l'acheteur 027ee
Telephone No. - N° de téléphone (819) 956-2625 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 7B3 (ROBERTO STRACCINI) 11 LAURIER ST GATINEAU Quebec J8X4A6 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
Systems Software Procurement Division / Division des
achats des logiciels d'exploitation
11 Laurier St. / 11 rue, Laurier
4C1, Place du Portage, Phase III
Gatineau
Quebec
K1A 0S5

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

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No.E60LM-100009/B		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination		Plant/Usine	Del. Offered Liv. offerte
2	transportation management system 3 years	E60LM	E60LM	1	Each	\$	\$		See Herein

BID SOLICITATION
TRANSPORTATION MANAGEMENT SYSTEM (TMS)
FOR
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC)
TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	5
1.1 Introduction	5
1.2 Summary	5
1.3 Communications Notification	6
1.4 Debriefings	6
PART 2 - BIDDER INSTRUCTIONS	7
2.1 Standard Instructions, Clauses and Conditions	7
2.2 Submission of Bids	7
2.3 Enquiries - Bid Solicitation	7
2.4 Applicable Laws	7
2.5 Improvement of Requirement During Solicitation Period	7
2.6 Volumetric Data	8
PART 3 - BID PREPARATION INSTRUCTIONS	9
3.1 Bid Preparation Instructions	9
3.2 Section I: Technical Bid	9
3.3 Section II: Management Bid	10
3.4 Section III: Financial Bid	11
3.5 Section IV: Certifications	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12

4.1 Evaluation Procedures	12
4.2 Technical Evaluation - Mandatory Technical Criteria	12
4.3 Financial Evaluation	13
4.4 Basis of Selection	13
PART 5 - CERTIFICATIONS	14
5.1 Certifications Precedent to Contract Award	14
5.2 Federal Contractors Program - Certification	14
5.3 Former Public Servant Certification	15
5.4 Education and Experience	16
5.5 Bidder Certifies that All Software is "Off-the-Shelf"	16
5.6 Software Publisher Certification and Software Publisher Authorization	16
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	18
6.1 Security Requirement	18
6.2 Financial Capability	18
PART 7 - RESULTING CONTRACT CLAUSES	19
7.1 Requirement	19
7.2 Optional Goods and/or Services	20
7.3 Standard Clauses and Conditions	20
7.4 Security Requirement	20
7.5 Contract Period	21
7.6 Delivery Date	21
7.7 Authorities	22
7.8 Payment	22

7.9 Invoicing Instructions	24
7.10 Certifications	25
7.11 Applicable Laws	25
7.12 Priority of Documents	25
7.13 Foreign Nationals (Canadian Contractor)	25
7.14 Foreign Nationals (Foreign Contractor)	26
7.15 Limitation of Liability - Information Management/Information Technology	26
7.16 Joint Venture Contractor	27
7.17 Hosted Licensed Software Subscription Services	28
7.18 Hosted Licensed Software Subscription Services Maintenance and Support	30
7.19 Safeguarding Electronic Media	30
7.20 Reporting Requirements	30
7.21 Implementation	30
7.22 Ownership	30
7.23 Disabling Codes	31
7.24 Software Documentation	31
7.25 Right to License	31
7.26 Software Error Correction Services	32
7.27 Insurance	33
7.28 Hosted Solution Platform	33

Solicitation No. - N° de l'invitation

E60LM-100009/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

027ee

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60LM-100009

027eeE60LM-100009

List of Annexes to the Resulting Contract:

Annex 1	Statement of Requirements
Annex 2	Basis of Payment
Annex 3	Security Requirements Check List

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - Software Publisher Certification Form
- Form 4 - Software Publisher Authorization Form

DRAFT

BID SOLICITATION FOR TRANSPORTATION MANAGEMENT SYSTEM (TMS) FOR PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC)

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of PWGSC's Central Freight Services, on behalf of the Government of Canada, for a Hosted web-based multi-carrier rating and shipping system, which will be known as the "Transportation Management System" (TMS). It is intended to result in the award of a contract for 3 years, plus 2 additional two-year irrevocable option(s) allowing Canada to extend the term of the contract.

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

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), *Canada-Peru FTA*, *Canada-Columbia FTA*, and the *Agreement on Internal Trade* (AIT).

1.3 Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.4 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 (2011-05-16) 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.
- (d) Subsection 4.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: One hundred and twenty (120) days

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 10 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 Ontario.
- (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 2.3 "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 Volumetric Data

The Courier and Freight data 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 TMS 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 and 2 soft copies on CD, DVD or USB;)
- (ii) Section II: Financial Bid (2 hard copies and 2 soft copies on CD, DVD or USB;)
- (iii) Section III: Certifications (2 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must 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 consists of the following:

- (i) **Bid Submission Form 1:** 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) **Substantiation of Technical Compliance Form 2:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex

1 (Statement of Requirements) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form.

The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.

The substantiation may refer to additional documentation (e.g., screen shots, reference to specific sections of manuals, etc.) submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iii) **Transition in 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 the SOR. The plan must include information related to Sections 2.1 and 2.3 of the SOR.
- (iv) **List of Proposed Software Services:** The Bidder must include a complete list identifying both the name and the version number of each component of the Hosted Licensed Software services required for the proposed Software Services Solution. See Section 7.17 b).

3.3 Section II: Management Bid

The Management Bid consists of the following:

- (a) **Description of Experience with Previous Similar Projects:** The bid must include a description of 2 different previous similar projects that the Bidder has completed by the bid closing date (if the bid includes descriptions of more than this number of projects, Canada will decide in its discretion which ones to evaluate). See Section 5 of the SOR. For this requirement:
 - (i) The description of each similar project must, at a minimum, include the name and either the telephone number or e-mail address for a customer reference who must confirm, when requested by PWGSC, the information provided by the Bidder. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
 - (ii) A project will be considered "similar" to the Work to be performed under the resulting contract if it Hosted a TMS with a minimum of ten (10) multi-user and five (5) or more carriers.
 - (iii) The project must have been completed by the Bidder itself (and does not include the experience of any proposed subcontractor or any affiliate of the Bidder). However, several entities may combine their experience by submitting a bid as a joint venture; in that case, the bid can describe the previous experience of one or more joint venture members to meet the experience requirement - that is, one similar project could be described for one joint venture member and another different project could be described for another joint venture member, as long as the total number of projects is met (if two members of the joint venture worked on the same project, it will only be counted once).

3.4 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex 2. 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) **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.

3.5 Section IV: 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. An evaluation team composed of representatives of Canada will evaluate the bids.
- (b) 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 - Mandatory Technical Criteria

- (a) 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.
- (b) The mandatory requirements are described in Statement of Requirements in Annex 1.
- (c) **Reference Checks:** For reference checks, Canada will conduct the reference check in writing by e-mail or by telephone. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. On the third working day after sending out the mails, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Crown references will be accepted.
- (d) **Proof of Proposal Test for Top-Ranked Bid:**
 - (i) Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in the Statement of Requirements in Annex 1. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Statement of Requirements in Annex 1, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Statement of Requirements in Annex 1 (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.
 - (ii) Canada will then conduct the PoP test. Up to five (5) representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within five (5) days.

- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. Canada will test a subset of the Mandatory requirements at Canada's discretion.
- (iv) In connection with the PoP testing, the Bidder grants to Canada access to the Bidder's proposed web-based multi-carrier software solution for testing and evaluation purposes.
- (v) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

4.3 Financial Evaluation

- (a) The financial evaluation process is described in the Basis of Payment in Annex 2.
- (b) **Mandatory Financial Criteria**
 - (i) The mandatory requirements for the financial bid are described in the Basis of Payment in Annex 2.
 - (ii) SACC Manual Clause A0220T (2007-05-25), Evaluation of Price
- (c) **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.4 Basis of Selection

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 evaluated price 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) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract 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 fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or

more), in which case a duly signed certificate of commitment is required from the Bidder; or

- (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Note to Bidders: Bidders are requested to use the Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

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.

Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form.

5.4 Education and Experience

- (a) SACC Manual Clause A3010T (2010-08-16) Education and Experience

5.5 Bidder Certifies that All Software is “Off-the-Shelf”

Any software bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of 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 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. Bidder certifies that the TMS complies with the “COTS System” definition from Section 1.2 of the SOR.

5.6 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software services component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the 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 services 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 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 services.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 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 the Transportation Management System (TMS) as Hosted Licensed Software Subscription Services (HLSSS) that includes the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in the Contract. This includes:
- (i) Granting a licensed TMS that is a hosted licensed software subscription service and that is hosted externally by the Contractor on their facilities and includes, non-exclusive, freely transferable, subscription based entity licensing for the TMS, including the irrevocable options to extend the hosted licensed subscription coverage that;
 - (ii) Meets all the requirements and specifications contained in the RFP and Requirements Document;
 - (iii) Includes all of the rights and licensed access rights specified in subsection (C);
 - (iv) Includes any and all externally hosted subscription based licensed software services, hosted equipment, hosted agents, hosted access licenses, hosted drivers, hosted application program interfaces, hosted adapters, hosted connectors, hosted plug-ins, hosted web services and applicable hosted software development toolkits, hosted management console and hosted development frameworks necessary to make the solution work;
 - (v) Requires the Users to have access and use Internet Web Browsers in order to work, be completed and function as a TMS;
 - (vi) granting the license to permit the Users to use the Hosted Licensed Software Subscription Services described in the Contract and during the Subscription Period;
 - (vii) Providing access to Software Documentation; and
 - (viii) Providing subscription maintenance and support for the TMS during the Subscription Period(s), plus any period during which the Subscription Period is extended pursuant to the irrevocable options granted to Canada below
- all as further described below and at the prices described in the Contract.
- (b) The TMS is to be used 24 hours per day, 7 days per week and 365 days per year, and must operate at all times in accordance with the Statement of Requirements, in the User's operational environment described in Annex 1 – Statement of Requirements Document. The TMS must work within the technical environment described in the Statement of Requirements and must enable Users to work in English and French.
- (c) The Contractor hereby agrees that the Hosted TMS Licensed Software Subscription Services includes anything required to enable Users to use all the features and functionality of the TMS Hosted Licensed Software Subscription Services meeting the Requirements and providing the features and functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all hosted licensed software, hosted equipment, hosted agents, hosted access licenses, hosted drivers, hosted application program interfaces, hosted adapters, hosted connectors, hosted plug-ins, hosted software development tool kits, hosted management console and hosted development frameworks.
- (d) **Client:** Any reference to "**Client**" or "**Clients**" refers to the Department of Public Works and Government Services.

User: Any reference to "User" or "Users" or "Authorized User" refers to employees of any Government Department, Departmental Corporation or Agency, or other Crown entity described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services authorizes to use the TMS.

- (e) **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.
- (f) **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 license to use the Hosted Licensed Software Subscription Services (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to extend the Hosted Licensed Software Subscription Services described at Annex 2 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 Contractor grants to Canada the irrevocable option to require that the TMS be CLF2 / WCAG (2.0) compliant as described at Annex 2 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.
- (c) 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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

- (a) **General Conditions:**
 - (i) 2030 (2011-05-16), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.4 Security Requirement

(for Canadian Contractors, the following clauses apply)

- (a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

- (c) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (d) The Contractor/Offeror must comply with the provisions of the:
 - (i) Security Requirements Check List and security guide (if applicable), attached at Annex 3;
 - (ii) Industrial Security Manual (Latest Edition).

(for United States Contractors, the following clauses apply)

- (a) The FOREIGN Contractor shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the National Security Authority/Designated Security Authority (NSA/DSA), for Industrial Security of the United States, at the level of CONFIDENTIAL.
- (b) The FOREIGN Contractor personnel requiring access to CLASSIFIED controlled site(s) shall EACH hold a valid personnel security screening at the level of CONFIDENTIAL, granted or approved by the NSA/DSA of the United States.
- (c) The FOREIGN Contractor shall comply with the provision of the:
 - (i) Industrial security regulations or the manual of the NSA/DSA of the United States,
 - (ii) Security Requirements Check List, attached at Annex 3.
- (d) The above paragraphs shall also be inserted in all subcontracts that involve access to CLASSIFIED sites.

7.5 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 3 year(s) later; 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 2 additional 2-year period(s) 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 30 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.

7.6 Delivery Date

All the deliverables must be received within 135 days of contract award as follows:

- (a) The service provider must ensure that compliancy / certification for all products, carriers and freight carriers listed in Appendices 'A-1' and 'A' is completed within 90 calendar days of contract award.
- (b) The service provider must load all SOA carrier rates identified in Appendix 'A' of the SOR as follows:

- (i) Courier rates within thirty (30) calendar days from the time Canada or the carrier on behalf of Canada once compliancy / certification has been confirmed, provides the service provider with the rates.
- (ii) Freight rates within forty-five (45) calendar days from the time Canada or the carrier on behalf of Canada once compliancy / certification has been confirmed, provides the service provider with the rates.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Shannon MacCuaig
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Software and Shared Systems Procurement Directorate
 Address: Place du Portage, Phase III, 4C1, 11, rue Laurier, Gatineau, Qc K1A 0S5

Telephone: 819-956-2625
 Facsimile: 819-953-3703
 E-mail address: shannon.maccuaig@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

The Technical Authority for the Contract is:

Name: Roberto Straccini
 Title: Manager
 Organization: Public Works and Government Services Canada
 Acquisitions Branch (Central Freight Services)
 Address: 11 Laurier Street, Gatineau, Quebec K1A 0S5, Canada

Telephone: 819-956-3964
 Facsimile: 819-956-4944
 E-mail address: roberto.straccini@pwgsc.gc.ca

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

(Fill in or delete as applicable)

7.8 Payment

(a) Basis of Payment

- (i) **Hosted Licensed Software Subscription Services, Maintenance and Support:** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract and for the license(s) to use the Hosted Licensed Software Subscription Services including delivery, set-up, loading, integration and configuration of the TMS and the Software Documentation), for each one (1) year period, all as detailed in this Contract, the Contractor shall be paid the firm all inclusive lot price set out in Annex 2, payable quarterly in arrears, on the anniversary of the Software Subscription Period, following submission of a valid invoice, FOB destination, including all customs duties, GST/HST extra. The firm prices include maintenance and support during the Software Subscription Period.
- (ii) **Optional Hosted Licensed Software Subscription Services:** If Canada exercises its option to extend the Hosted Licensed Software Subscription Services Period, for each one (1) year period, all as detailed in this Contract, the Contractor shall be paid the firm all inclusive lot price set out in Annex 2, payable quarterly in arrears, on the anniversary of the Software Subscription Period, following submission of a valid invoice, FOB destination, including all customs duties, GST/HST extra.
- (iii) **Shipping Component:** For the shipping component of the TMS, in accordance with the Contract, Canada will Pay the Contractor, Monthly in arrears, the firm, per transaction prices set out in Annex 2, FOB destination, including all customs duties, GST/HST extra.
- (iv) **Optional CLF2 / WCAG (2.0) Compliance:** If Canada exercises its option for CLF2 / WCAG (2.0) Compliance, Canada will pay the Contractor the firm price set out in Annex 2, FOB destination, including all customs duties, GST/HST extra.
- (v) **GST/HST**
- (vi) **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.
- (vii) **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 Expenditure**
 - (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 - Multiple Payments**
 - (i) H1001C (2008-05-12), Multiple Payments
- (d) **Method of Payment - Monthly Payment**
 - (i) H1008C (2008-05-12), Monthly Payment
- (e) **Payment Credits**
 - (i) **Credits for Failure to Meet Minimum Availability Level of 98.5%:** If the Service does not meet the Minimum Availability Level in any given month, Canada will be entitled to a credit in the following amount:
 - (A) for every 0.1% below the Minimum Availability Level of 98.5% in any given month, the Contractor must pay a credit to Canada in the amount of 1% of the monthly charge. For example, if the actual availability was 0.2%, then a credit of 2% of the monthly charge will apply. If availability goes below 95% in any given month, the whole monthly charge will be credited to Canada.

- (ii) **Corrective Measures:** If credits are payable under this Article for 2 consecutive months or for 3 months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (iii) **Termination for Failure to Meet Minimum Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply:
 - (A) the Availability level falls below 95% in any given month; or
 - (B) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the 3-month notice period expires, unless the Contractor has sustained the Minimum Availability Level during those 3 months.
- (iv) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period
- (v) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (vi) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (vii) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (viii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.9 Invoicing Instructions

- (a) For the Hosted Licensed Software Subscription Services, Maintenance and Support of the TMS:
 - (i) The Contractor must submit invoices to PWGSC in accordance with the information required in the General Conditions.
 - (ii) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
 - (iii) By submitting invoices, 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.

- (iv) 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.
- (b) For the optional Shipping component of the TMS for Users:
 - (i) Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each month of service; invoices must only apply to the Contract.
 - (ii) Invoices must show:
 - (A) the date, the name and address of the User department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (B) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, as applicable); and
 - (C) the extension of the totals, if applicable.
 - (iii) If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
 - (iv) By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.10 Certifications

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.

7.11 Applicable Laws

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

7.12 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) General Conditions 2030;
- (c) Annex 1, Statement of Requirements
- (d) Annex 2, Basis of Payment;
- (e) Annex 3, Security Requirements Check List;
- (f) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with 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.

7.13 Foreign Nationals (Canadian Contractor)

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

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.14 Foreign Nationals (Foreign Contractor)

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

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 \$1M.

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 \$1M, 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 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (iii) all payments made by Canada to the representative member will act as a release by all the members.

- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.17 License to the Hosted Licensed Software Subscription Services

- (a) **Hosted Licensed Software Subscription Services:** The Contractor hereby agrees that the Hosted Licensed Software Subscription Services will include the use of all Software required to enable the Users to use all the features and functionality, including but not limited the use and access to all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, software development tool kits and management console hosted by the Contractor.
- (b) The Contractor must provide Hosted Licensed Software Subscription Services as detailed in the SOR.
- (c) **Type of License being Granted:** Hosted Licensed Software Subscription Services;
- (d) **Term of License:** 3-year Subscription
- (e) **Language of Hosted Licensed Software Subscription Services:** English and French;
- (f) **Media on which Canada's Data must be Delivered:** The TMS Hosted Licensed Software Subscription Service must be hosted at the Contractor's location and made available electronically to the User using hypertext transfer (HTTPS);
- (g) **Source Code Escrow Required:** No
- (h) **Hours for Providing Support Services:** The Contractor's personnel must be available from 6 a.m. until 7 p.m., EST, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required.
- (i) **Option to Extend Subscription Period:** The Contractor grants to Canada the irrevocable option(s) to extend the Subscription Period by 2 additional 2-year periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Subscription Period, the prices will be those set out in Annex 2. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
- (j) **Additional Rights:** This Hosted Licensed Software Subscription Service includes the right for Canada to use the TMS Solution, which includes the rights:
 - (i) to access and use all the hosted software services that form part of the TMS Solution from as many locations (off-site workplaces or work environments "in the field", and in-home work environments for the User's business purposes) as the User sees fit;
 - (ii) to use English and French versions (if available, these must be the "Canadian English" and "Canadian French" versions);

- (iii) to grant access through an internet browser using internet, intranet and extranet environments or any other connections to anyone who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information held and created by the User using the hosted TMS Solution;
 - (iv) to make this use by way of operating from a network, an Internet browser, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that Users have "universal access rights" (i.e., a right to access the Hosted Licensed Software Subscription Services by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time;
 - (v) to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that the User may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than the Hosted Licensed Software Subscription Services; and
 - (vi) to continue to use the Hosted Licensed Software Subscription Services regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Hosted Licensed Software Subscription Services operates; however, the Contractor is not required to deliver a new or different version of the Hosted Licensed Software Subscription Services to enable the Users to continue to use the Hosted Licensed Software Subscription Services in a different environment than the one(s) described in the Contract.
- (k) **Representation and Warranty:** The Contractor warrants and represents that the Hosted Licensed software subscription services meets or exceeds all the Specifications.
- (l) **Hosted Licensed Software Subscription Services Maintenance:** The Contractor must as part of the Hosted Licensed Software Subscription Services" upgrade the TMS Solution with the most recent release(s) and version(s) of the software services, to ensure that it meets the requirements of the Contract and Statement of Requirements. These releases(s) and version(s) means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Hosted Licensed Software Subscription Services developed by the Contractor or its licensor.
- (m) **Licensed Software Subscription Services Support:** This includes the following Technical Hotline Support and Web Support services:
- (i) **Technical Hotline Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at _____, in English and French. The Contractor must answer with a live service agent at the time of the User's initial call within an average of one minute of the call being received by the Contractor. The Contractor's personnel must be qualified and able to respond to the Client's and any User's questions and, to the extent possible, be able to resolve User problems over the telephone and provide advice regarding service problems. In addition, the Contractor must be able to:
 - (A) Provide information and advice to Users and Administrators;
 - (B) Create and transmit Messages on behalf of Users and Administrator to all Contacts if requested by the Client; and
 - (C) Ensure the resolution of technical problems.
 - (ii) The Contractor will also make its Support Services available through the following:
Toll-free Fax Access: _____

Email Access: _____

[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.]

- (iii) **Web Support:** The Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line service. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's Users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.

[Note to Bidders: The website address 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.]

The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.18 Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to two months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier or within Canada's premises. The Contractor agrees that the costs in these services are included in the subscription fees.

7.19 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.

7.20 Reporting Requirements

The TMS must provide the following reports upon request:

- (a) To Users:
- (i) Usage reports;
 - (ii) Cost allocation shipment reports; and
 - (iii) Activity by Account Reports (broken down by department sub-codes including financial codes, carrier, level of service, origin, destination, weight, peices and cost.
- (b) To the Technical Authority and System Administrator:
- (i) All of the Reports as described above;
 - (ii) Activity by Account Reports (broken down by department sub-codes including financial codes, carrier, level of service, origin, destination, weight, pieces and cost); and
 - (iii) Summary roll-up reports for Users of the TMS.

7.21 Implementation

- (a) **Finalization of Draft Implementation Plan:** Within 10 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.

7.22 Ownership

- (a) Canada acknowledges that ownership of the Licensed Software used to provide the Hosted Licensed Software Subscription Services belong to the Contractor or third parties and is not transferred to Canada. As a result, any reference in the Contract to any part of Hosted Licensed Software Subscription Services as a deliverable must be interpreted as a reference to the license to access and use the Hosted Licensed Software Subscription Services, not to own the Hosted Licensed Software Subscription Services.
- (b) Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the Hosted Licensed Software Subscription Services (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor.

7.23 Disabling Codes

- (a) If the Hosted Licensed Software Subscription Services contain any features, functions or characteristics ("Disabling Codes") that might cause the Hosted Licensed Software Subscription Services to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default of its obligations regarding the use of the Hosted Licensed Software Subscription Services, all the information required by Canada to continue to use the Hosted Licensed Software Subscription Services.
- (b) If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the Hosted Licensed Software Subscription Services or take whatever other steps are necessary to ensure that Canada is able to continue using the Hosted Licensed Software Subscription Services.

7.24 Software Documentation

- (a) Copyright in the Software Documentation will not be owned by or transferred to Canada. However, Canada has the right to use the Software Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Hosted Licensed Software Subscription Services, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Canada must not otherwise reproduce the Software Documentation without first obtaining the written consent of the Contractor.
- (b) The Contractor guarantees that the Hosted Licensed Software Subscription Services contain the appropriate Software Code, Software Services, Web Services, Application Program Interfaces and Software policies, processes and procedures to permit the User to access, and use all functions and features of the Hosted Licensed Software Subscription Services as detailed in the contract.
- (c) The Software Documentation must be available in both of the two official languages of Canada, the Contractor must deliver it in both French and English.

7.25 Right to License

- (a) The Contractor guarantees that it has the right to license the Hosted Licensed Software Subscription Services and full power and authority to grant to Canada all the rights granted

under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions or in the Articles of Agreement, as the case may be.

- (b) The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the Hosted Licensed Software Subscription Services if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Hosted Licensed Software Subscription Services or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Hosted Licensed Software Subscription Services signed by anyone other than the Contracting Authority is void and of no effect.
- (c) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

7.26 Software Error Correction Services

- (a) Canada may report to the Contractor any failure of the Hosted Licensed Software Subscription Services to operate in accordance with the contract and the Statement of Requirements during the Software Support Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections 2 and 3, with a correction of the Software Error which caused the failure. Any such software correction must cause the Hosted Licensed Software Subscription Services to meet the contract and contract specifications. The Contractor must use all reasonable efforts to provide permanent corrections for all Software Errors and the Contractor warrants that the Hosted Licensed Software Subscription Services will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Hosted Licensed Software Subscription Services and will be subject to the conditions of Canada's license with respect to the Hosted Licensed Software Subscription Services.
- (b) Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in subsection (c) below. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:
 - Severity 1:** indicates total inability to use the Hosted Licensed Software Subscription Services resulting in a critical impact on User objectives;
 - Severity 2:** indicates ability to use a Hosted Licensed Software Subscription Services Program but User operation is severely restricted;
 - Severity 3:** indicates ability to use a Hosted Licensed Software Subscription Services Program with limited functions which are not critical to overall User operations;
 - Severity 4:** indicates that the problem has been by-passed or temporarily corrected and is not affecting User operations.
- (c) Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

Severity 1: within 4 hours of notification by Canada;

Severity 2: within 24 hours of notification by Canada;

Severity 3: within 72 hours of notification by Canada;

Severity 4: within 14 days of notification by Canada.

- (d) If Canada reports a Software Error to the Contractor, Canada must provide sample output (if applicable) and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

7.27 Insurance

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

7.28 Hosted Solution Platform

The contractor must maintain the TMS hosted solution as a single tenant system on the initial platform and infrastructure during the contract period. The hosted solution must not be moved or transferred during the contract periods without prior approval of the client.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.2 (11 MARCH 2010)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX 1

STATEMENT OF REQUIREMENTS

See attachment titled "TMS SOR.doc"

ANNEX 2**BASIS OF PAYMENT****Instructions**

The price of the bid will be evaluated in Canadian dollars. The Pricing Table is made up of three (3) Sections and all three Sections must be completed. The '**Total Section A. B. & C. Bid Price**' will be evaluated for lowest price.

Section A. - Fixed Price – Hosting of TMS WEB SITE (per SOR)**Initial 3 Year Contract + 1st Option of 2 Years + 2nd Option of 2 Years****Section B. - Shipping Component - Variable Price (optional for Users to subscribe)****Section C. - CLF2 / WCAG Compliant (Option for Canada)****Section A - Fixed Price**

The Proponent must input their Fixed Price into Section A1, A2, and A3 in the table below.

	TABLE A	
Sect	Pricing Element	Annual / Total (\$)
A.	<u>FIXED PRICE</u> Hosting of TMS WEB SITE (per SOR) Price is to include: <ul style="list-style-type: none"> • All transition-in activities up to the TMS being fully operational and put into production allowing Users to carry out the rating and shipping function. Initial set-up and loading of all carrier rates; and • Loading of all carrier SOA rates one (1) time annually. For the first year of the contract, the Contractor may be required to load rates twice (i.e. initial load and subsequent load as a result of SOA renewals). The Contractor may also be required to add and remove carriers/rates as required by the client. 	
A1	INITIAL 3 YEAR CONTRACT – FIXED PRICE PER YEAR	\$ _____
A2	1ST OPTION - 2 ADDITIONAL YEARS – FIXED PRICE PER YEAR	\$ _____
A3	2nd OPTION - 2 ADDITIONAL YEARS – FIXED PRICE PER YEAR	\$ _____
	TOTAL SECTION A. BID PRICE: (3 x A1) + (2 x A2) + (2 x A3)	\$ _____

Section B.1 - Shipping Component – Variable Price

The Proponent must input their fee (\$) per transaction into column (c), (e), and (f) in the table below. The other columns are for evaluation purposes only and will be calculated by Canada.

TABLE B.1

	Shipments		Initial Term: 3 Year		Option 1: 2 Year		Option 2: 2 Year	
B.	Transactions Per Month (a)	Weight (%) (b)	Fee (\$) Per Trans (c)	Weight (\$) (d)=(b)x(c)	Fee (\$) Per Trans (e)	Weight (\$) (f)=(b)x(e)	Fee (\$) Per Trans (g)	Weight (\$) (h)=(b)x(g)
	1 – 5,000	3	\$_____		\$_____		\$_____	
	5,001 - 10,000	5	\$_____		\$_____		\$_____	
	10,001 - 15,000	8	\$_____		\$_____		\$_____	
	15,001 - 20,000	12	\$_____		\$_____		\$_____	
	20,001 - 30,000	15	\$_____		\$_____		\$_____	
	30,001 - 40,000	20	\$_____		\$_____		\$_____	
	40,001 - 50,000	25	\$_____		\$_____		\$_____	
	50,001 - 75,000	5	\$_____		\$_____		\$_____	
	75,001 - 100,000	5	\$_____		\$_____		\$_____	
	100,001 +	2	\$_____		\$_____		\$_____	
	Weighted Avg Cost / Transaction	100						

Section B.2 - Price Evaluation Formula

Total Section B. Bid Price (e) = (a) x (b) x (c) x (d)

Table is for evaluation purposes only and will be calculated by Canada.

TABLE B.2

(a)	(b)	(c)	(d)	(e)
Weighted Avg Cost Per Transaction	Transactions	Months	Term	Bid Price (a) x (b) x (c) x (d)
\$_____	30,000	12	3	\$_____
\$_____	30,000	12	2	\$_____
\$_____	30,000	12	2	\$_____
TOTAL SECTION B.2 BID PRICE				\$_____

Section C - CLF2 / WCAG (2.0) Compliant – Fixed Price

Canada will have the option to request that the TMS be CLF2 / WCAG (2.0) Compliant. This will be a fixed price. **To be exercised by Canada at anytime during the term.**

The Proponent must input their price into column (b) in the table below.

TABLE C

	(a)	(b)
Sect	Pricing Element	Bid Price
C.	TMS CLF2 / WCAG (2.0) Compliant	\$_____
TOTAL SECTION C. BID PRICE		\$_____

Section D - Final Evaluated Price Calculation

Table is for evaluation purposes only and will be calculated by Canada.

TABLE D

Sect	Pricing Element (a)	Bid Price (\$) (b)	Weighting For Evaluation Purpose (c)	Final Evaluated Price (d)=(b)x(c)
A.	TOTAL SECTION A. BID PRICE	\$	1	\$
B.2	TOTAL SECTION B. BID PRICE	\$.3	\$
C.	TOTAL SECTION C. BID PRICE	\$.1	\$
	TOTAL FINAL EVALUATED BID PRICE			\$_____

ANNEX 3

SECURITY REQUIREMENTS CHECK LIST

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)			
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Traffic Management Dir / SSAMS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The service provider will implement and host an external web site. The hosting service is for an on-line web enabled Transportation Management System (TMS) to be accessed by GOC users to view and order SOA courier and freight transportation services.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of Information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Aspects Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.2 (11 MARCH 2010)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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 Standard Instructions 2003]		
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"	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that [check the box that applies]:	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.2 (11 MARCH 2010)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

Federal Contractors Program for Employment Equity (FCP EE) Certification: 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: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. 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. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(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;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(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	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
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.]		
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i>		
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: 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.		
Signature of Authorized Representative of Bidder		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.2 (11 MARCH 2010)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Form 2

Substantiation of Technical Compliance Form

Article of Statement of Requirement that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
Sect 2.1, CR-1		
CR-2		
CR-3		
CR-4		
CR-5		
CR-6		
Sect 2.2, F-1		
F-2		
F-3		
F-4		
F-5		
F-6		
F-7		
F-8		
F-9		
Sect 2.3, SU-1		
SU-2		
Sect 2.4, U-1		
U-2		
U-3		
U-4		
U-5		
U-6		
U-7		
U-8		
Sect 2.5, SC-1		
SC-2		
SC-3		
SC-4		
SC-5		
SC-6		
Sect 2.6, R-1		
R-2		
R-3		
Sect 2.7, S-1		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.2 (11 MARCH 2010)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

S-2		
S-3		
S-4		
S-5		
Sect 2.8, SA-1		
SA-2		
SA-3		
SA-4		
SA-5		
Sect 2.9, B-1		
B-2		
Sect 3.0, SL-1		
SL-2		
SL-3		
SL-4		
SL-5		
SL-6		
Sect 4.0, D-1		
D-2		
Sect 5.0, E-1		
E-2		
E-3		
E-4		

Form 3**Software Publisher Certification Form**

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

The Bidder certifies that it is the software publisher of all the following software subscription services 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 4**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 subscription services under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software subscription services:

[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 _____

**TRANSPORTATION
MANAGEMENT SYSTEM**
Statement of Requirements

DRAFT

Government of Canada
Ship-itgc.com

VERSION: [3.6]

REVISION DATE: [Feb 23, 2012]

Contents

Section 1. Overview.....	1
1.1 Objective.....	1
1.2 Definitions.....	1
1.3 Background.....	2
1.4 Scope	4
Section 2. Requirement: Technical Specifications	5
2.1 Compliancy / Certification Requirement	5
2.2 Functional Requirements.....	6
2.3 Set-up and Rate Loading Requirements	7
2.4 User Requirements	7
2.5 Shipping Component Requirements	8
2.6 Reporting Requirements.....	8
2.7 Systems Requirements	9
2.8 Security and Accessibility Requirements.....	9
2.9 Business Requirement	11
Section 3. Service Level Requirements.....	12
Section 4. Deliverables.....	13
Section 5. Experience	14
Section 6. Appendices	16
Appendix 'A'	16
Current List of Courier and Freight Carriers.....	16
Appendix 'A-1'	17
Current List of Courier Carriers	17
Appendix 'B'	18
Courier and Freight Metrics Table.....	18
Appendix 'C'	19
Canadian Points of Origin.....	19

Section 1. Overview

1.1 Objective

The Government of Canada (Canada) requires a hosted web based multi-carrier rating and shipping system, which will be known as the "Transportation Management System" (TMS). The TMS must be a Commercial Off The Shelf (COTS) system to be accessed via the Internet in a Software-as-a-Service model, which, if required, must be configured to meet Canada's needs.

The TMS project is to provide a secure externally hosted site that must:

1. Centrally house all of Canada's courier and freight Standing Offer Agreement (SOA) rates.
2. Allow all Federal Government Departments, Agencies and Crown Corporations listed in Schedules I, I.1, II and III Part I of the Financial Administration Act, R.S.C. 1985, c. F-11 (Users) to view all of the SOA rates.
3. Provide the user with two functions: the main function must be for conducting Rate Requests from the SOA rates and the secondary function must be for the optional Shipping component.

1.2 Definitions

Bilingual – English and French

Business Window – Monday – Friday 6:00 a.m. – 7:00 p.m. EST

Carrier – Courier and Freight service companies

Courier – typically small parcels with carrying weight up to 70lbs i.e. envelopes & boxes. Shipped via Ground or Air. Courier does not include letter mail.

COTS System – A pre-existing TMS that is a proven and commercially available system and is currently being used by industry organizations.

Desktop shipper – Users that are occasional shippers located in various settings and located anywhere in Canada. A desktop shipper typically ships in low volumes, usually less than 15 pieces per month.

Freight – Less than Truckload (LTL) and Truckload (TL) – Ground and Cargo

Federal Government of Canada (GOC) - Canada

Mailroom/Warehouse shipper – Users that are frequent shippers that are shipping from a central location within a building and may have one or more shippers. The mailroom would be a central shipping area that would provide service to the building and/or other areas of the department. They typically ship approximately 1,230 pieces per month.

National Capital Region (NCR) - Area comprised of Ottawa Ontario and Gatineau Quebec.

Peak Times – Monday - Friday 14:00 hr – 17:00 hr EST.

Public Works and Government Services of Canada (PWGSC) – A department within the Federal Government of Canada and the host department for the TMS.

Rate Requests - Users requesting to view SOA carrier rates from the TMS. Users may request to view individual carriers or multiple carriers for rate comparison purposes.

Recovery Time Objectives (RTO) – Time objective to bring the TMS back to operational status from the time it goes down.

Standing Offer Agreements (SOAs) – Agreements that PWGSC puts in place for the utilization by Federal Government Departments, Agencies and Crown Corporations.

System Administrator – PWGSC-appointed employee to administer the access control of the TMS. A user who has the ability to create, delete and manage the users; specify permissions for users; and specify that particular users be user administrators.

Technical Authority (TA) – PWGSC-appointed employee designated as the representative that the Service Provider reports to in the management of the operations of the TMS.

Treasury Board of Canada Secretariat (TBS) - The Treasury Board is a Cabinet committee of the Queen's Privy Council of Canada.

Transportation Management System (TMS) - A web-based multi-carrier compliant rating and shipping system made up of a rating engine and a shipping component.

User(s) – Employees of Federal Government Departments, Agencies or Crown Corporations listed in Schedules I, I.1, II and III Part I of the Financial Administration Act, R.S.C. 1985, c. F-11.

1.3 Background

PWGSC is responsible for executing courier and freight SOAs to be utilized by all users across Canada. As part of its mandate, PWGSC is required to provide tools in order to facilitate ease of use of the various SOAs by the users. PWGSC had operated a web-based transportation management tool over the past 5 years. However, this application was not a compliant transportation system and it was costly to maintain. Therefore, it was decided to sunset the application and to procure a new TMS.

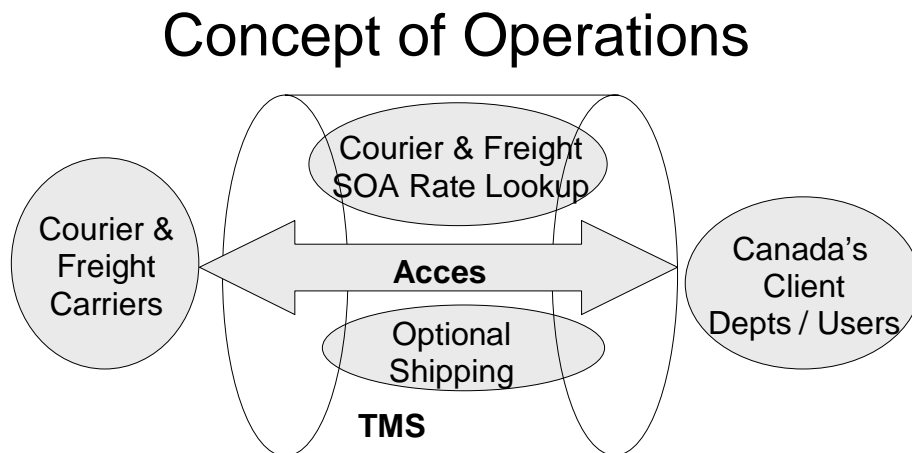
The procurement process for courier and freight services is fluid, whereby Canada creates new SOAs regularly, usually on an annual basis. Canada currently has a total of 26 national courier and freight SOAs made up of 6 dedicated to courier, 13 dedicated to freight, and 7 dedicated to both. In addition there are 3 local courier SOAs servicing the National Capital Region. These SOAs have been put in place to meet the shipping requirements of our users for courier services, and freight services - Less than Truck Load (LTL) and Truck Load (TL).

During the fiscal year 2009/10, Canada shipped approximately 9 million pieces of courier and freight for a total of \$69.5M. The split between courier and freight is \$67 M courier and \$2.5 M freight. The average number of shipments done by a desktop shipper is less than 15 pieces per month. The average number of shipments done by Mailroom/Warehouse shippers is approximately 1,230 pieces per month. A single user does approximately 35% of the total shipments (i.e. Passport Office). Please see the courier and freight metrics table attached as Appendix 'B'.

These volumes were created by a client base in excess of 5,000 users spread across the country from multiple government locations. There are approximately 200 government organizations (departments/agencies/crown corporations) that will be given the opportunity to become a user of the TMS, which are distributed between approximately 3,500 points of origin within Canada. A distribution of the points of origin by province has been provided as Appendix 'C'.

Concept of Operations

The following diagram shows the integration of the TMS with Canada's client departments / Users and the courier and freight carrier's SOA rates.



Overview of SOA Usage

Users require a system that is easy to access and use, which contains reliable information in order to make good shipping decisions. Currently, users are accessing the SOA courier and freight services via the following methods:

1. Contacting the carrier directly.
2. Utilization of the carrier's on-line shipping tool.
3. Utilization of a 3rd party shipping system.

Mailroom/Warehouse shippers are shipping the majority of the volumes by either contacting the carrier directly or by using a 3rd party shipping system. These systems are up-loaded with carrier

rates chosen by the individual Mailroom/Warehouse shippers. There are approximately 400-500 Mailroom/Warehouse shippers across the country and they are responsible to finance the purchase of their individual 3rd party shipping system, the carrier SOA rate loading fees and the system maintenance fees.

1.4 Scope

The TMS is an e-tool provided by PWGSC, to be accessible by all users across Canada. PWGSC is the buyer of the TMS for exclusive use by all users. The TMS external hosting costs and access to the main rating request function being accessed by all of Canada's users is paid by PWGSC.

All users are to complete the registration process prior to having access to the TMS. Users will access the TMS for either rate requests and/or to conduct /execute shipments. The users accessing the TMS for assistance with their shipping requirements are located in various areas across Canada, as indicated in the background section and Appendix 'C'.

Canada has a requirement to secure a service provider to supply a TMS that must hold and manage its Courier and Freight SOA rates. The TMS must provide accurate courier and freight rating which is in accordance with the SOA rates, as well as must issue compliant carrier waybills / manifests and labels.

Currently users have various access points to view SOA rates, either directly with the carrier or as most mailrooms do via a 3rd party shipping system. Users are capable of completing their shipment requirements via these same two methods. The TMS optional shipping component is required to meet the needs of Mailroom/Warehouse shippers across Canada. It is their responsibility to subscribe directly with the service provider, should they decide to do so. The Mailroom/Warehouse shipper will be reviewing and assessing a number of criteria to ensure the TMS meets their overall needs, such as economical, operational and business requirements prior to subscribing to the shipping component.

The individual users who decide to subscribe to the optional shipping component of the TMS will do so through the registration process. The billing arrangements for using the shipping component are to be set-up directly with the service provider.

Term of Contract

The contract period must be for an initial term of 3 years with options for 2 additional 2-year terms.

Section 2. Requirement: Technical Specifications

2.1 Compliancy / Certification Requirement

COMPLIANCY / CERTIFICATION REQUIREMENTS	
CR-1	The Hosted TMS must work, be complete and commercially available and include any and all software components and services that contribute to the composition of the whole or parts specified in this document.
CR-2	The Hosted TMS must include an unlimited use License to access the TMS that meets all the requirements and specifications contained in the Statement of Requirements. See Appendix 'B' for approximate number of users.
CR-3	The TMS must be compliant with all the requirements detailed in the sections titled; 1.1 Objective; 1.3 Background; and 1.4 Scope
CR-4	<p>The TMS must be able to produce compliant carrier waybills / manifests and labels for the various levels of services offered in the SOAs, as identified in Appendix 'A' (current list).</p> <p><u>Compliance Process</u></p> <p>Courier Companies - It is the responsibility of the service provider to ensure compliancy / certification for all products and carriers listed in Appendix 'A-1', to be completed within 90 calendar days of contract award.</p> <p>Freight Companies - It is the responsibility of the service provider to ensure compliancy / certification for all freight carriers listed in Appendix 'A' and their products, to be completed within 90 calendar days of contract award. A generic freight waybill / manifest may be used if deemed acceptable by the freight carrier.</p>
CR-5	The service provider must ensure that they maintain compliancy / certification for all carriers holding an SOA with Canada for the duration of the term of the contract.
CR-6	When a new carrier is added, the service provider must submit a detailed plan and schedule to Canada for review. It must include the necessary steps and timeline for carrier compliancy / certification.

2.2 Functional Requirements

FUNCTIONAL REQUIREMENTS	
F-1	<ol style="list-style-type: none">1. The service provider must provide external hosting for the TMS and must have the hardware, technical and managerial services required to store, manage, and maintain all of the TMS data.2. Hosting must also include providing connectivity and all related services necessary to serve, secure, and access shipping data for modification, review, and reporting purposes.
F-2	The service provider must be solely responsible for providing, operating and maintaining all equipment and software that are necessary in order to enable the service provider to host the web-based TMS, and make it available for access by all authorized users.
F-3	It must be hosted on the secure Internet HTTPS (world wide web - www) and accessible by any user across Canada.
F-4	The TMS must be a COTS System as defined in the definitions that can be configured to meet Canada's needs.
F-5	The TMS must have an English version and a French version or a bilingual version.
F-6	<ol style="list-style-type: none">1. The TMS must be a web-based / browser-based system without any requirement for desktop software.2. All rating and shipping functions must be carried out through an on-line single interface.
F-7	The TMS must be able to handle up to 40 courier and freight carrier rates with various service levels.
F-8	The TMS must accurately present the user with courier and freight SOA rates displayed in order by the least expensive to the most expensive service.
F-9	The TMS must be scalable, providing seamless operations when more users are added to the system. Please see the courier and freight metrics table attached as Appendix 'B' for a breakdown of users. There is currently a client base of approximately 5,000 users that potentially could use the TMS spread across Canada's 10 provinces and 3 territories.

2.3 Set-up and Rate Loading Requirements

SET-UP AND RATE LOADING REQUIREMENTS	
SU-1	The service provider must load all SOA carrier rates identified in Appendix 'A' as follows; a) Courier rates within thirty (30) calendar days from the time Canada or the carrier on behalf of Canada once compliancy / certification has been confirmed, provides the service provider with the rates. b) Freight rates within forty-five (45) calendar days from the time Canada or the carrier on behalf of Canada once compliancy / certification has been confirmed, provides the service provider with the rates.
SU-2	The service provider must be able to load various formats of courier and freight rate databases, which may include "unfamiliar" rates.

2.4 User Requirements

USER REQUIREMENTS	
U-1	The TMS must provide users the ability to access the TMS via the Internet – from within the GOC firewall, using various Internet browsers.
U-2	The TMS must provide users the ability to view all of Canada's SOA courier and freight rates upon request, carry out rate request and shipments.
U-3	The TMS must provide users the ability to print waybills / manifests and labels on Windows-based printers and on thermal label printers.
U-4	The TMS must provide users the ability to connect weigh scales as part of the shipping component.
U-5	Ongoing help desk, maintenance and support services must be made available to Canada for the term of the Agreement. Ongoing support and maintenance services must include the provision of all new versions and releases of the TMS.
U-6	The TMS must provide an on-line registration process authenticating the requestor as a Government of Canada user.
U-7	The TMS registration process for both the rating function and the shipping component must be no more than 2 web pages for each registration process. Screen shots of these must be provided.
U-8	The TMS must be flexible, whereby the users must have a choice to either do a rate request only or do a rate request and execute a shipment.

2.5 Shipping Component Requirements

SHIPPING COMPONENT REQUIREMENTS	
SC-1	The service provider must easily facilitate the option to subscribe to the shipping component of the system, through the TMS registration process.
SC-2	The shipping component option must be available to users on an "As and When Requested" basis.
SC-3	<ol style="list-style-type: none">1. The shipping component option must be available on a monthly subscription basis.2. The user must have the option to unsubscribe from the shipping component, provided the service provider is notified ten (10) business days prior to the end of the month.
SC-4	Once the system administrator has provided access to the user, the service provider must make arrangements for set-up and payment directly with the user.
SC-5	<p>The shipping component interface of the TMS must have the following functionality:</p> <ul style="list-style-type: none">• It must contain all functions necessary to conduct a shipment: i.e. origin, destination, weight, dimensions - Length, Width, Height, special instructions, special ancillary requirements and expansive address book.• It must be intuitive in nature (it includes shipping data entry, confirmation information, integrated address book) and contain little-to-no administrative requirements unless necessary by the service provider to maintain user information, i.e. the system must be a pay and go experience for the user;• It must be able to conduct all-inclusive pricing comparisons of the SOA rates, displayed in order by the least expensive to the most expensive service;• It must be able to consolidate shipments;• It must be able to print out compliant carrier waybills / manifests and labels accurately and readable by the carrier, on Windows-based printers and on thermal label printers.
SC-6	For orders from courier carriers as identified in Appendix 'A-1', the shipping component must allow users to track shipments directly through the user interface.

2.6 Reporting Requirements

REPORTING REQUIREMENTS	
R-1	<p>Users must be able to pull reports related to shipments from the TMS such as:</p> <ol style="list-style-type: none">1. Usage reports; and

	2. Cost allocation shipment reports.
R-2	Standard reporting elements must include activity by Account holder broken down by department sub-codes including financial codes, carrier, level of service, origin, destination, weight, pieces and cost.
R-3	The TMS must provide the Technical Authority and System Administrator the ability to pull reports as described above, with additional access to summary roll-up reports for users of the TMS.

2.7 Systems Requirements

SYSTEMS REQUIREMENTS	
S-1	The systems' front-end landing page must clearly describe the TMS functions and how users can register to access the rating request function and the shipping component.
S-2	The landing page must provide space for transportation and contract-related information such as news, announcements, and SOA related URLs. Information to be provided by Canada and must be loaded by the service provider.
S-3	<p>The TMS must provide the ability to configure it's look and feel upon implementation, which includes modification to the appearance layout, content and branding of the following visible elements:</p> <ul style="list-style-type: none">• Login page• Landing page• Top and Side page banners <p>On an annual basis, additional modifications must be able to be implemented at the request of the TA.</p>
S-4	The user must have access to the rating request screen upon completion of the registration process. The user must arrive at the rating request screen by the third (3 rd) web page.
S-5	The TMS must only be accessible by Government of Canada users through a log in/out screen.

2.8 Security and Accessibility Requirements

SECURITY AND ACCESSIBILITY REQUIREMENTS	
SA-1	<p>Network Security</p> <p>The service provider must use an Internet standards track protocol, such as Transport Layer Security 1.0 (TLS 1.0), to ensure secure encrypted connections over the HTTPS</p>

	Internet between Canada's users and the TMS.
SA-2	The TMS must work securely and is considered a Government of Canada information Resource that must be complete and meet all of the requirements of the RFP. The TMS must be hosted securely at all times at the contractor's facilities using contractor supplied goods and services.
SA-3	Accessibility The TMS may be required to be compliant with the TBS guidelines for Common Look & Feel (CLF2) by the end of the year 2012, if required by TBS. The CLF2 requirements are to ensure accessibility for employees with disabilities and are detailed on the TBS web site: http://www.tbs-sct.gc.ca/clf2-nsi2/index-eng.asp The Web Content Accessibility Guidelines (WCAG) 2.0 as recommended by the W3C may be used to achieve CLF2 compliancy, if applicable.
SA-4	The TMS must support the following browsers on the Windows XP platform: a) Internet Explorer 6 SP3, 6, 7, and 8 b) Mozilla Firefox 3.5.x
SA-5	Access Control - Registration Process The System Administrator must manage registration authentication and authorization of users through the on-line registration process. The service provider must send an e-mail, complete with the new users information to the System Administrator requesting access to the TMS. Once reviewed and accepted by the System Administrator, the service provider must send a User-ID and password to the user, in separate e-mails, authorizing access to the TMS rating request function. The registration process must deliver, allow and support functionality to set-up users wishing to subscribe and pay for the optional shipping component of the TMS. The service provider must provide the system administrator with support in managing the administration of the process, user authentication, access control, and account termination. Only authorized users are to be provided access to the TMS.
SA-5	The service provider must be responsible for the complete user management system, inclusive of the registration process, and must maintain a user database.

2.9 Business Requirement

BUSINESS REQUIREMENTS	
B-1	The service provider must invoice each individual user who subscribes to the shipping component. Invoicing must be on a monthly basis and in accordance with the basis of payment.
B-2	The set-up and payment arrangement process must be transparent to the users and easily facilitated through the TMS registration process.

Section 3. Service Level Requirements

SERVICE LEVEL REQUIREMENTS	
SL-1	Service Availability - The TMS must be able to meet the needs of the users with 98.5% service availability up time within the defined business window – Monday – Friday 6:00 a.m. – 7:00 p.m. EST.
SL-2	<p>The service provider must load the SOA rates into the TMS annually and add / remove carriers as requested by Canada.</p> <p>The courier and freight rates must be loaded and updated by the service provider as required by Canada, generally on an annual basis.</p>
SL-3	The rate request function must return a list of rates, with a complete listing of the carrier and the available levels of service within (5) seconds of submitting the request.
SL-4	The shipping component must be able to start the printing of a carrier's waybill / manifest and label within five (5) seconds of submitting the request.
SL-5	<p>The service provider must meet the following Recovery Time Objectives (RTO) when the system goes down:</p> <p>RTO = 2 hours outside of peak hours (peak hours 14:00 hr – 17:00 hr EST).</p> <p>RTO = 30 minutes during peak hours.</p>
SL-6	The service provider, at their own expense, must be available to attend progress review meetings with the technical authority on a quarterly basis. Meetings will be held at the technical authority's site.

Section 4. Deliverables

DELIVERABLES	
D-1	Transitioning In Plan - the service provider must provide a detailed transition-in plan showing all steps, milestones and timelines from contract award up to the TMS being fully operational and put into production.
D-2	<p>Monthly Reporting - The service provider must provide an "Operational Report" on a monthly basis. The report must have information on the following service elements:</p> <ul style="list-style-type: none">a) Service availability (uptime);b) Site Traffic Statistics – number of hits, total number of users and their identity, number of users accessing the TMS;c) Shipping Statistics (users subscribed to shipping component) – total number of users, users names & address, shipment details – carrier, origin & destination, level of service, amount of shipment;d) Support Calls - Number of support calls, Number resolved, Number unresolved.

Section 5. Experience

EXPERIENCE	
E-1	<p><u>Years of Experience</u></p> <p>The service provider must demonstrate having a minimum of 2 years experience in hosting a TMS for industry organizations. If a joint venture, indicate which company has the experience.</p> <p>The service provider must demonstrate having 2 years experience by profiling previous similar projects completed within the last 5 years, by bid closing.</p> <p>Indicate project name, a brief synopsis of the project, duration (start & end dates) and client contact information.</p>
E-2	<p><u>Project Experience</u></p> <p>The service provider must provide a description of 2 previous similar projects whereby a TMS solution was implemented by bid closing.</p> <p>The service provider must provide the following project information:</p> <ul style="list-style-type: none">▪ Project Name▪ Scope + Size / Value▪ Term + Implementation Date▪ Contact Information
	<p>For Experience above, a project will be considered “similar” to the work, if it hosted a TMS with the following scope:</p> <ul style="list-style-type: none">▪ Multi-users = 10 or more▪ Multi-carriers = 5 or more
E-3	<p>The service provider certifies that the TMS being proposed complies with the definitions “COTS System” and “TMS” as defined in the definitions section of the SOR.</p>
E-4	<p><u>Compliance / Certification</u></p> <p>The TMS must be able to produce compliant carrier waybills / manifests and labels. In order to meet this requirement, the service provider must provide evidence that the TMS is compliant with a minimum of 1 product (level of service) of 4 of the 5 courier companies listed in Appendix ‘A-1’ at bid closing.</p> <p>Evidence of compliance with the 4 courier companies can be provided in the following way:</p> <ol style="list-style-type: none">1. A letter from the carrier confirming the certification of the service provider to produce compliant waybills / manifests and labels; and / or2. Submission of actual carrier waybills / manifests and labels. Reference information must be provided for validation; project name, scope, size and contact information.

	<p>If only submitting actual carrier waybills / manifests and labels, then the Reference information to validate must be provided.</p> <p>Canada will validate the compliancy with the carrier and / or the reference information.</p>
--	--

Section 6. Appendices

Appendix 'A'

Current List of Courier and Freight Carriers

No.	Carrier Name	Type (Courier, Freight, or Both)	Certification (4 of 5 req'd)
1.	Canada Post Corporation	Courier	Yes
2.	DHL Express / Global Canada	Both	Yes
3.	Federal Express Canada	Both	Yes
4.	Purolator	Both	Yes
5.	United Parcel Service Canada (UPS)	Courier	Yes
6.	TNT International Express	Both	
7.	Farrex	Both	
8.	Schenker Logistics	Both	
9.	Globex Courier International	Courier	
10.	Kindersley	Courier	
11.	Panic Express	Courier	
12.	Speedy Messenger Service	Courier & Local NCR	
13.	Air Canada	Freight	
14.	Apex Motor Express	Freight	
15.	Besner	Freight	
16.	Canadian North	Freight	
17.	Canadian Freightway	Freight	
18.	Charette	Freight	
19.	Day & Ross Transport	Freight	
20.	Fedex Custom Critical	Freight	
21.	Kuehne & Nagel Ltd.	Freight	
22.	Myers	Freight	
23.	Pinnacle Transport	Freight	
24.	TST Overland Express	Freight	
25.	Walter	Freight	
26.	Dynamex Canada Corp.	Local NCR	
27.	Quickie Messenger Service	Local NCR	

Appendix 'A-1'

Current List of Courier Carriers

No.	Carrier Name	Levels of Service - Compliancy
1.	Canada Post Corporation	<ol style="list-style-type: none"> 1. Priority next a.m., Xpresspost, Expedited parcel, Regular parcel 2. Prepaid Enveloppe – Priority next a.m., Xpresspost Env, Xpresspost cushion. 3. Priority Worldwide, Expresspost Int'l, Expresspost USA, Commercial Expedited Parcel USA, Expedited Parcel USA, International Parcel Air, Int'l Parcel Surface Small Packet US & Int'l.
2.	DHL Express Canada	<ol style="list-style-type: none"> 1. CA 9 a.m. Express 2. CA Noon Express 3. CA Air Express 4. International Express 9 a.m.-Air-Noon 5. US Express Air
3.	Federal Express Canada	<ol style="list-style-type: none"> 1. Express First Overnight Domestic, 2. Express Priority Overnight Domestic 3. Express 2 day Domestic & 1 day freight 4. Express International First -air 5. Express International Priority - air 6. Express International Economy - air 7. Ground (Domestic) 8. IPFS - Int'l Priority Freight Service and IEF - Int'l expedited Freight.
4.	Purolator	<ol style="list-style-type: none"> 1. Express – 9 a.m., 10:30 a.m. evening, 2. Envelope – 9 a.m., 10:30 a.m., evening 3. Express pack – 9 a.m., 10:30 a.m., evening 4. Express box – 9 a.m., 10:30 a.m., evening 5. Ground, evening 6. Express US - Express Envelope US, Express pack US, Express Box US, Ground US, 7. Express International - Express Envelope Int'l, Express Pack Int'l, Express Box Int'l. 8. Import Express US - Envelope, Import Express US Box, Import Express Int'l Envelope, Import Express Int'l Box.
5.	United Parcel Service Canada (UPS)	<ol style="list-style-type: none"> 1. Early a.m. Envelope, Standard Multi 2. Early a.m. Domestic 3. Domestic Express Saver 4. Domestic Expedited 5. USA 3 day select, a.m. standard multi, express saver, expedited, express 6. Worldwide express saver, expedited

Appendix 'B'

Courier and Freight Metrics Table

Departments/ Agencies / Commissions	Users	Avg. Shipments / Month	Annual No. of Shipments	Total Value (\$)
200	<u>Approx. 5,000</u> 90% Desktop Shippers 10% Mailrooms / Whse	Less than 15 / Mth Approx 1,230 / Mth	9,000,000	<u>\$69.5 M</u> \$67.0 M Courier \$2.5 M Freight
	Approx No. of Users			
Mailroom / Whs	400 - 500			
Desktop Shipper	4,500			

Appendix 'C'

Canadian Points of Origin

No.	Province	No. of Possible Shipping Locations *
1.	Alberta	349
2.	British Columbia	614
3.	Manitoba	242
4.	New Brunswick	240
5.	Newfoundland	319
6.	Northwest Territories	82
7.	Nova Scotia	274
8.	Nunavut Territory	121
9.	Ontario	809
10.	Prince Edward Island	61
11.	Quebec	457
12.	Saskatchewan	255
13.	Yukon Territory	30
	TOTAL	3,853

* Estimate based on physical properties managed by Canada.