

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

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

**Place du Portage, Phase III  
Core 0A1/Noyau 0A1  
11 Laurier St./11, rue Laurier  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> STUDENT INFORMATION SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> F7003-11R051/B	<b>Date</b> 2012-02-17
<b>Client Reference No. - N° de référence du client</b> F7003-11R051	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-107-23734	
<b>File No. - N° de dossier</b> 107xl.F7003-11R051	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-03-15</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Conn-Harbinson, Margo	
<b>Buyer Id - Id de l'acheteur</b> 107xl	
<b>Telephone No. - N° de téléphone</b> (819) 956-1114 ( )	<b>FAX No. - N° de FAX</b> (819) 953-3703
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS 1190 WESTMOUNT RD ATTN: CLEM MACPHEE SYDNEY Nova Scotia B1R2J6 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**

Shared Systems Division (XL)/Division des systèmes  
partagés (XL)  
4C1, Place du Portage Phase III  
11 Laurier St./11, rue Laurier  
Gatineau  
Québec  
K1A 0S5

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

---

**NOTE TO BIDDERS;**

**THIS CANCELS AND SUPERSEDES THE PREVIOUS REQUEST FOR PROPOSAL F7003-11R051/A, DATED 8 DECEMBER 2011 WHICH WAS DUE AT 2:00 PM ON 18 JANUARY 2012.**

**CANADA HAS MADE THE ATTEMPT TO HIGHLIGHT THE AREAS OF THIS REISSUED RFP IN YELLOW HIGHLIGHT. IT IS STILL THE RESPONSIBILITY OF THE BIDDERS TO REVIEW THE COMPLETE RFP DOCUMENT TO ENSURE PROPER COMPLETION OF THEIR RESPONSE.**

**TABLE OF CONTENTS****PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary

**PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period
6. Previous Communications Between Government and Bidder
7. Amendments to this Request for Proposal
8. Cost of Preparing Proposals

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions
2. Content of Management/Technical Proposal
3. Content of Financial Proposal

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

1. Evaluation Procedures
2. Evaluation Criteria
3. Evaluation Process and Establishment of the Total Evaluation Score
4. Basis of Selection

**PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award
2. Federal Contractors Program for Employment Equity – Certification
3. Bidder Certifies that Software is Off-the-Shelf or Commercially Available
4. Software Publisher Certification and Software Publisher Authorization

**PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

1. Financial Capability

**PART 7 - RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Security Requirements

4. Period of Contract
5. Delivery
6. Authorities
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Foreign Nationals (Canadian Contractor)
13. Foreign Nationals (Foreign Contractor)
14. Insurance Requirements
15. Limitation of Liability
16. Site Regulations
17. Shipment
18. Inspection/Acceptance
19. Safeguarding Electronic Media
20. Work Permits, Licenses, Certifications
21. Access to Canadian Facilities
22. Translation of Reports and Documentation
23. Notices
24. Task Authorization
25. Entire Agreement

**List of Annexes to the Resulting Contract:**

- Part 7, Annex A - Statement of Work**  
**Part 7, Annex B - List of Deliverables/Services**  
**Part 7, Annex C - Delivery/Milestone Schedule**  
**Part 7, Annex D - Software License**  
**Part 7, Annex E - Task Authorization Form**

**List of Attachments to Part 3 – Bid Preparation Instructions**

- Attachment 3.1 - Bid Submission Form**

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

- Attachment 4.1 - Statement of Requirements, Bidder Response Form**  
**Attachment 4.2 - Peer References (Validation of Rated Requirements)**  
**Attachment 4.3 - On-Site Demonstration/Clarification Meeting – Sample Script**

**List of Forms to Part 5 (Certifications):**

- Attachment 5.1 - Software Publisher Certification Form**  
**Attachment 5.2 - Authorized Publisher Certification Form**

## PART 1 - GENERAL INFORMATION

### 1. INTRODUCTION

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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.

Annexes: All annexes which, together with Part 7 clauses and conditions, will apply to any resulting contract.

Attachments: Any attachments referenced in Parts 1 through 7.

Forms: Any forms referenced in Parts 1 through 7.

This document contains all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by the Bidder from any other source is not relevant. Bidders who have previously satisfied similar requirements should note that this bid solicitation will result in a new contract. Therefore, Bidders should not assume that past practices under previous contracts will continue, unless they are described in this bid solicitation. Also, Bidders should not assume that their existing capabilities meet the requirements of this bid solicitation simply because they have met previous requirements.

### 2. SUMMARY

- 2.1 The purpose of this reissued Request for Proposal (RFP) is for the procurement of a Student Information System (SIS) and associated products for the management of the Student Information Data for the Department of Fisheries and Oceans, Canadian Coast Guard College (CCGC) in Sydney, Nova Scotia, Canada.
- 2.2 The Request for Proposal (RFP) is for the licensing (and associated software products) for the SIS solution. The solution includes, but is not limited to, provision and installation of software, support, consultation, implementation, data migration, training and documentation, customization, testing, and on-going Software Maintenance and Support services.
- 2.3 CCGC requires a fully integrated Student Information System that supports the following operations:

#### STUDENT:

- Recruiting and Admissions

- Registration
- Degree / Diploma / Certificate Audit Function
- Student Health and Student Placement
- Alumni / Development
- Application Portal
- Alumni Portal
- Student Affairs Configurable Reporting

#### **FACULTY**

- Faculty / Staff Information
- Faculty Portal

#### **FACILITY**

- Room Allocation Process
- Classroom Scheduler
- Hotel Scheduler

- 2.4 The Student Information System must be available in the user's choice of English or French, Canada's two official languages.
- 2.5 The Bidder's proposed solution must be compatible with departmental policies and the technical environment of CCGC (see Part 7, Annex A).
- 2.6 The contract will be for an initial period starting from contract award for one (1) year, plus four (4) one-year option periods.
- 2.7 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Peru FTA and the Canada-Columbia FTA.

## PART 2 - BIDDER INSTRUCTIONS

### 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 1.1 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). The Manual is available on the PWGSC Website:  
<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.
- 1.2 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.
- 1.3 Standard Instructions – Goods and Services – Competitive Requirements 2003 (2011-05-16) 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.
- 1.4 Subsection 4.4 of Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows:  
  
Delete: sixty (60) days  
  
Insert: one hundred and eighty (180) days
- 1.5 If the Bidder indicates in its bid that it is valid for less than the required period, the Bidder is solely responsible for extending it before it expires by writing to the Contracting Authority. Otherwise, the bid will expire at the time indicated in the bid and Canada will no longer consider it.
- 1.6 After any resulting contract is awarded, if Canada terminates it for any reason within six (6) months, even if the bid validity period has passed, Canada has the right (but not the obligation) to ask the next-ranked responsive bidder(s) if its bid remains open for acceptance and to award to the next-ranked bidder who confirms its bid remains valid.

### 2. SUBMISSION OF BIDS

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

Bid Receiving Unit (BRU)  
 Public Works and Government Services Canada  
 11 Laurier St.  
 Place du Portage, Phase III  
 Core 0A1  
 Gatineau, Québec,  
 Canada  
 K1A 1C9
- 2.2 Timely and correct delivery of bids is the sole responsibility of the Bidder. Public Works and Government Services Canada (PWGSC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 2.3 It is the policy of PWGSC to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described in Standard Instructions and Conditions 2003 (2011-05-16).
- 2.4 Descriptive literature must be received with the bid at the closing date and time stipulated on Page 1 of the RFP.

- 2.5 Electronic Bids will not be accepted. Due to the nature of this solicitation, electronic transmission of your bid by such means as electronic mail or facsimile, to Public Works and Government Services Canada is not considered to be practical and therefore will not be accepted.

### 3. ENQUIRIES - BID SOLICITATION

- 3.1 All enquires and other communications with government officials relating to this Request For Proposal are to be directed **ONLY** to the Contracting Authority named herein. Non-compliance with this condition may (for that reason alone) result in disqualification of a Bidder's proposal.
- 3.2 All enquiries (questions) regarding this Request For Proposal must be submitted in writing or by E-mail to the Contracting Authority named below as early as possible within the bidding period. Enquiries must be received no less than five (5) calendar days prior to the bid closing date to allow sufficient time to provide a response. Canada makes no commitment to provide answers to questions submitted after such time.

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division, XL  
Software and Shared Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Place du Portage, Phase III, 4C1  
11 Laurier Street  
Gatineau, Quebec,  
Canada  
K1A 0S5

Attention: Margo A. Conn-Harbinson  
Tel: (819) 956-1114  
Fax: (819) 953-3703  
E-mail margo.conn-harbinson@tpsgc-pwgsc.gc.ca

NOTE: \*\*\* Do not forward proposals to the above address \*\*\*

- 3.3 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 3.4 Bidders should reference as accurately as possible the numbered item of the 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.
- 3.5 Bidders should make enquiries as early as possible and should not make assumptions regarding the nature of the requirements of this solicitation. Bidders who fail to raise issues and questions they may have during the bidding period do so at their own risk. Bidders who, instead of raising issues during the enquiries period, deviate from the mandatory requirements of this solicitation in their proposals will be disqualified as non-compliant.
- 3.6 Information provided verbally will not be binding on Canada. Only deletions or amendments made in writing to this solicitation by the Contracting Authority will be binding on Canada.

---

**4. APPLICABLE LAWS**

- 4.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.
- 4.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

**5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD**

- 5.1 Should any Bidder consider that the Statement(s) of Work or Specifications contained in this Request For Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder should clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions, which do not restrict the level of competition nor favour a particular Bidder, will be given consideration provided they are received by the Contracting Authority no later than ten (10) working days prior to the bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.
- 5.2 The Contracting Authority reserves the right to accept any bid as submitted without prior negotiations. It is therefore the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting its bid.

**6. PREVIOUS COMMUNICATIONS BETWEEN GOVERNMENT AND BIDDER**

- 6.1 This document contains the entire requirements and objectives relating to this Request For Proposal (RFP). Other information and/or documentation provided to or obtained by the Bidder from any source prior to the date of this RFP shall have no force or effect.

**7. AMENDMENTS TO THIS REQUEST FOR PROPOSAL**

- 7.1 Any amendments to this RFP will be issued by the Contracting Authority ONLY and in writing through MERX.

**8. COST OF PREPARING PROPOSALS**

- 8.1 This RFP is not to be construed as directing the Bidder to enter into any work, which results in the accrual of any financial liability or other indebtedness by Canada. The costs associated with any effort expended or committed by the Bidder in preparing, submitting, clarifying, substantiating, demonstrating and/or Pre-Contract Integration Test, is to be solely to the Bidder's account even if a Contract is not awarded.
- 8.2 The rejection of any or all proposals shall not render Canada liable for any costs or damages. Nor shall Canada be liable for any penalty or cost should Canada alter the closing date or cancel the process entirely.
- 8.3 No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resultant contract.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. BID PREPARATION INSTRUCTIONS

- 1.1 The proposal must be formatted such that all cost and financial data is completely separate from the Management/Technical Proposal.

Bidders are requested to provide:

- a) Three (3) complete and identical print copies of their Management/Technical Proposal; and
- b) Two (2) complete and identical print copies of their Financial Volume/Proposal.

Bidders are requested to also provide:

- a) Two (2) electronic copy of the Management/Technical Volume/Proposal on a CD-ROM in any of the following formats: MSWord, RTF, PDF; and
- b) One (1) electronic copy of the Financial Volume/Proposal on a CD-ROM in any of the following formats: MSWord, RTF, PDF.

Proposals should follow the response format/instructions as detailed below:

- a) Use a numbering system corresponding to that of the RFP. All descriptive material, technical manuals and brochures that are referenced are to be included in the Bidder's proposal.
- b) Each binder should have the RFP number, the Bidder's identify, volume(s) number, volume(s) title, and copy number printed on the cover. Tabbed inserts should separate Sections in each volume.

- 1.2 Canada requests bidders to follow the format instructions described below in the preparation of their bid:

- a) use legal size paper for the Bidder Response Form;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include the certifications as a separate section of the bid;
- d) include a title page at the front of each volume of the bid that includes the title, date, solicitation number, bidder's name and address and contact information; and
- e) include a table of contents.

### 2. CONTENT OF MANAGEMENT/TECHNICAL PROPOSAL

- 2.1 The Management / Technical Proposal should be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the bid will be evaluated. Bidders should address these evaluation criteria in sufficient depth in their bid. Simply repeating the statement contained in the solicitation document is not sufficient. Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- 2.2 In order to facilitate the evaluation of the bid, Canada requests bidders to 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 bid by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 2.3 For Information Purposes Only: The Bidder should provide a brief corporate profile description, including an overview of the company and any sub-contractors that it is proposing will be involved in the performance of the work on the Bidder's behalf. The Bidder should provide a brief description of size, business activities, number of employees, number of years the company has provided Student Information Systems, and approximate number of customers (in North America and worldwide) currently running production versions of the proposed product.
- 2.4 Contents of the Bidder's Management / Technical Proposal shall include, as a minimum, the following:
- a) One (1) copy of Page 1 of this RFP, signed and dated by an authorized representative of the Bidder in the space provided.

- 
- b) names and version numbers of all the proposed Licensed Software, listed as Item 01 in Annex B and all the proposed software for the optional items listed in Annex B, List of Deliverables and Services
  - c) the Bidder Response Form, Part 4, Attachment 4.1, completed by the Bidder where required and including all information requested therein;
    - i) Where specifically required on the Bidder Response Form, Part 4 Attachment 4.1, statements explaining how each mandatory and rated requirement are met and relevant narrative and/or documentation to support the validation must be included in the Bidder's Proposal. Where it is necessary to refer to other documentation, the documentation must be included in the proposal. The Bidder should include the precise location of the reference material including the title of the document, the page and the paragraph numbers.
  - d) Copies of all applicable Certifications (Part 5), signed and dated by an authorized representative of the Bidder in the space provided, as follows:
 

Part 3, Form	-	Attachment 3.1	Bidder Submission Form
Part 5, Certifications	-	Attachment 5.1	Software Publisher Certification
Part 5, Certifications	-	Attachment 5.2	Software Publisher Authorization Form
  - e) Part 7, Annex C, Delivery/Milestone Schedule;
  - f) Any other information requested in Part 7, Annex A, Statement of Work (including Appendices); and
  - g) Any other information, which the Bidder considers useful.
- 2.6 Bidders must be aware that reference to a URL that requires Canada to download information from an Internet site to validate: (1) any of the mandatory requirements will not be accepted and will render the proposal non-responsive; (2) any of the rated requirements will not be accepted and the information will not be considered to determine if the requirement has been met.

### 3. CONTENT OF FINANCIAL PROPOSAL

- 3.1 Bidders shall complete and include the List of Deliverables and Services that has been provided as Part 7, Annex B, for Tables A, B and C. Information is requested in Table D for information purposes only.
- 3.2 Prices must be in Canadian dollars, and firm for the entire Contract Period and any option periods with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) EXTRA as applicable.
- 3.3 No technical documentation is required with the financial proposal.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. EVALUATION PROCEDURES

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Contractor has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 1.2 An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 1.3 In addition to any other time periods established in the bid solicitation:
  - a) If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two 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.
  - b) If the Bidder requires additional time, the contracting authority may grant an extension in his or her sole discretion.
- 1.4 Canada reserves the right to determine the adequacy or overall cost-effectiveness of any proposal. Canada further reserves the right to request clarification or supporting data for any point in the proposal that in the opinion of Canada is marginally responsive or vague in its response to the specification.
- 1.5 A proposal will be considered non-responsive if it is not supported by proper and adequate detail, particularly where supporting evidence is required by a Mandatory item, and will receive no further consideration.
- 1.6 Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Bids not meeting all of the mandatory requirements will be given no further consideration.
- 1.7 The Evaluation Team reserves the right to interview any or all of the human resources proposed to fulfill the requirement, contact any or all of the references supplied, and request clarifying data.
- 1.8 During the bid evaluation phase and upon Canada's request, the Bidder will allow Canada to conduct an evaluation, which may include but not be limited to, Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this bid solicitation. The information should be provided within two (2) business days of the request.
- 1.9 It is understood and accepted by the Bidders that all decisions on whether a proposal meets (or to what degree it meets) the stated requirements are at the sole discretion of the Evaluation Team.
- 1.10 All items listed in the RFP should be bid in order to have the proposal considered for evaluation.

### 2. EVALUATION CRITERIA

#### 2.1 Mandatory and Rated Requirements

- 2.1.1 The RFP contains Mandatory requirements with respect to the contract terms and conditions, pricing, delivery, bidder experience, personnel qualifications, project management and technical requirements. Mandatory requirements are identified with the word "Mandatory", "(M)", "mandatory", or the words "shall",

or "must". Proposals must comply with each and every mandatory requirement. If a proposal does not comply with a mandatory requirement, the proposal will be considered non-responsive and will receive no further consideration.

- 2.1.2 The RFP also contains some Mandatory administrative requirements dealing with the submission, format and content of proposals. Mandatory administrative requirements are identified with the words "shall" or "must". If a proposal does not comply with a mandatory administrative requirement, the proposal will be considered non-responsive and will receive no further consideration.
- 2.1.3 The RFP also contains Rated requirements with respect to delivery, bidder experience, personnel qualifications, project management and technical requirements. Rated requirements are identified with the word Rated, rated or (R). Proposals will be evaluated to determine the degree of responsiveness with Rated requirements and a point score will be assigned to each Rated requirement and used in the evaluation of proposals. In addition there are also Mandatory pass marks for some Rated requirements or groups of Rated requirements. Proposals, which are evaluated as not achieving the pass mark for a Rated requirement or group of Rated requirements, will be considered non-responsive and will receive no further consideration.
- 2.1.4 Some articles contain no mandatory or rated requirements, but simply provide information to Bidders. Bidders are to take such information into account in the preparation of the proposal.
- 2.2 Evaluation:**
- 2.2.1 To evaluate and assess a proposal against individual Mandatory requirements, and individual Rated requirements, evaluators will consider during the evaluation process, the criteria listed below (to the extent applicable to a particular requirement):
- i) compliance - the Bidder's statement of compliance with the requirement, and whether the product information, supporting data, other information, supports the statement of compliance;
  - ii) capability - whether the proposal and other information demonstrates that the Bidder has the technical, financial, and legal capability, and human resource capabilities, to fulfill the requirement as stated;
  - iii) comprehension - whether the proposal and other information demonstrates that the Bidder understood the requirement and proposed accordingly;
  - iv) capacity - whether the proposal and other information demonstrates that the Bidder has the available human and physical resources to fulfill the requirement as stated; and
  - v) risk - the assessed overall risk that the Bidder will not be able to fulfill the requirement as stated.
- 2.2.2 During bid evaluation Bidders may be requested to provide additional information to clarify elements of their bid, however Bidders will not be allowed to amend their bid.
- 2.2.3 An incomplete or unacceptable proposal will be considered non-responsive.
- 2.2.4 Canada reserves the right to reject any bid, which does not comply with the terms of this solicitation.

### 3. EVALUATION PROCESS AND ESTABLISHMENT OF THE TOTAL EVALUATION SCORE

The Bidder selection process will proceed as follows. Bidders may be required to provide additional information to support the selection process at any stage.

<b>Stage 1 Mandatory Requirements</b>	Written proposals will first be examined with respect to the Mandatory requirements. Proposals must meet all Mandatory requirements in order to receive further consideration.																												
<b>Stage 2 Rated Requirements and Peer References</b>	<p>Proposals meeting the Mandatory Requirements will then be assigned scores for each point rated requirement. Bidders must achieve a minimum passing score for some sections as detailed in Part 4, Attachment 4.1, Bidder Response Form.</p> <p>Bidder's written responses will be validated (confirmed or clarified) by the Evaluation Team through Peer References as detailed in Part 4, Attachment 4.2, Peer References.</p> <p>Those Bidders meeting the minimum passing scores will proceed to the next stage in the evaluation process.</p> <p>At this point, a shortlist will be established and up to three (3) of the highest scoring Bidders will proceed to the next stage in the evaluation process.</p>																												
<b>Stage 3 Financial Evaluation</b>	Financial proposals will then be assessed. The Total Evaluation Price will be the total cost for all prices in the Bidder's financial proposal for the entire period of the Contract including all options, all as detailed in Part 7, Annex B, List of Deliverables and Services, Tables A, B and C.																												
<b>Stage 4 Calculation of Total Evaluation Score</b>	<p>A Total Evaluation Score for each bid will be calculated based upon a combined technical and price score at a ratio of 70% technical and 30% price.</p> <p>The bid with the lowest Total Evaluation Price is given full price points, while other proposals receive a pro-rated score based on the ratio of the lowest cost proposal to their total cost.</p> <p>Based on an 70/30 ratio of the technical score and price, respectively, the lowest priced technically responsive proposal is allocated the maximum score of 30 and other price proposals are pro-rated against the total possible price score. The Bidder/proposal with the highest total score, when adding the technical points and the price points, will be invited to participate in stage 5.</p> <p>Example:</p> <p>Highest Combined rating technical merit (70%) and price (30%). Total possible technical points 1000 (could be any number, e.g. <math>616/700 = 880/1000 = 88\%</math>); total possible financial points 30.</p> <table><tr><td><b>Bidder</b></td><td><b>Bidder 1</b></td><td><b>Bidder 2</b></td><td><b>Bidder 3</b></td></tr><tr><td><b>Technical Points</b></td><td>880</td><td>820</td><td>760</td></tr><tr><td><b>Total Evaluation Price</b></td><td>600,000</td><td>400,000</td><td>350,000</td></tr></table> <table><tr><td><b>Calculation</b></td><td><b>Techncial Points</b></td><td><b>Price Points</b></td><td><b>Total Points</b></td></tr><tr><td><b>Bidder 1</b></td><td><math>880/1000 \times 70 = 61.6</math></td><td><math>350,000/600,000 \times 30 = 17.5</math></td><td>79.1</td></tr><tr><td><b>Bidder 2</b></td><td><math>820/1000 \times 70 = 57.4</math></td><td><math>350,000/400,000 \times 30 = 26.3</math></td><td>83.7</td></tr><tr><td><b>Bidder 3</b></td><td><math>760/1000 \times 70 = 53.2</math></td><td><math>350,000/350,000 \times 30 = 30</math></td><td>83.2</td></tr></table> <p>Bidder 2 is the highest ranked Bidder with highest number of points. Note: These numbers are used for illustrative purposes only.</p>	<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	<b>Technical Points</b>	880	820	760	<b>Total Evaluation Price</b>	600,000	400,000	350,000	<b>Calculation</b>	<b>Techncial Points</b>	<b>Price Points</b>	<b>Total Points</b>	<b>Bidder 1</b>	$880/1000 \times 70 = 61.6$	$350,000/600,000 \times 30 = 17.5$	79.1	<b>Bidder 2</b>	$820/1000 \times 70 = 57.4$	$350,000/400,000 \times 30 = 26.3$	83.7	<b>Bidder 3</b>	$760/1000 \times 70 = 53.2$	$350,000/350,000 \times 30 = 30$	83.2
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>																										
<b>Technical Points</b>	880	820	760																										
<b>Total Evaluation Price</b>	600,000	400,000	350,000																										
<b>Calculation</b>	<b>Techncial Points</b>	<b>Price Points</b>	<b>Total Points</b>																										
<b>Bidder 1</b>	$880/1000 \times 70 = 61.6$	$350,000/600,000 \times 30 = 17.5$	79.1																										
<b>Bidder 2</b>	$820/1000 \times 70 = 57.4$	$350,000/400,000 \times 30 = 26.3$	83.7																										
<b>Bidder 3</b>	$760/1000 \times 70 = 53.2$	$350,000/350,000 \times 30 = 30$	83.2																										

<b>Stage 5 Demonstration/ Validation</b>	<b>Demonstration / Clarification Meeting</b>  Canada may, but will have no obligation to, request that the top-ranked Bidder (identified after the financial evaluation) demonstrate/validate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If requested, the demonstration must be conducted, at no cost to Canada, either via video conference or via provision of an AVI file. Canada will provide no fewer than <del>10</del> 5 calendar days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within two (2) days. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration.  Bidder(s) will be expected to make available representatives with expertise in demonstrating the full range of system functionalities and discussing technical requirements.  The demonstration will address selected requirements from the Statement of Work for validation during the demonstration meeting. A script describing the requirements to be demonstrated/discussed will be provided in advance of the meeting.  Based upon the results of the demonstration, the Bidder's technical score may be reduced and the Bidder's Total Evaluation Score will be re-calculated. If the Bidder's total evaluation score is reduced to less than the next highest ranked Bidder, then CCGC reserves the right to request a demonstration from the next highest ranked Bidder.
<b>Stage 6</b>	Contract will be awarded following successful negotiations.

#### 4. BASIS OF SELECTION

- 4.1 The responsive bid with the highest Total Evaluation Score will be recommended for award of a contract.
- 4.2 In the event of an exact tie in the Total Evaluation Score, the bid with the highest technical points will be recommended.
- 4.4 Canada has no obligation to accept the lowest or any bid.
- 4.5 Bidders who have not satisfied any Conditions for Contracting in the time allotted by Canada will be deemed non-responsive and their proposals will be given no further consideration.
- 4.6 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no contract will be awarded.

## PART 5 - CERTIFICATIONS

### 1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

- 1.1 Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.
- 1.2 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 the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.
- 1.3 The certifications listed below shall be submitted with the bid but may be completed and submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 2. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

[Note to Bidders: Bidders are requested to use the Bid Submission Form (Attachment 3.1) to provide information about their status under this program.]

- 2.1 The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers 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-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social 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-EE for a reason other than the reduction of their workforce. Any bid from ineligible contractors will not be considered for award of a contract.

- 2.2 If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCPEE, the Bidder must fax a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC, at 819-953-8768. The form can be found on the following Service Canada Website:

<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.

- 2.3 The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- a) ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- b) ( ) is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- c) ( ) is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC,

(having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

- d) ( ) is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Website:  
[Http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml](http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml).

### **3. BIDDER CERTIFIES THAT SOFTWARE IS OFF-THE-SHELF OR COMMERCIALY AVAILABLE**

- 3.1 Any software bid to meet this requirement must be "off-the-shelf" or commercially available, 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 of the software bid is off-the-shelf or commercially available.
- 3.2 Bidders should note that, during the performance of the Contract, it is understood that the Licensed Software may need to be customized to address the data exchange / integration requirements.

### **4. SOFTWARE PUBLISHER CERTIFICATION AND SOFTWARE PUBLISHER AUTHORIZATION**

- 4.1 If the Bidder is the software publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the software publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation (see Attachment 5.1 - Software Publisher Certification Form). 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.
- 4.2 Any Bidder that is not the software publisher of all the software solution 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 (see Attachment 5.2 - Software Publisher Authorization Form). 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.
- 4.3 In this bid solicitation, "software publisher" means the owner of any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software solution.



## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 1. FINANCIAL CAPABILITY

#### a) Financial Capability Requirement:

The Bidder must have the financial capability to undertake this requirement. To evaluate the Bidder's financial capability, PWGSC may require the submission of some or all of the financial information detailed below. The Bidder must provide the requested information to the Contracting Authority within 15 working days of PWGSC's written request:

- (i) Audited Financial Statements, if available, or the Unaudited Financial Statements, for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (ii) If the date of the Financial Statements provided in (i) above is more than three months from the date on which PWGSC requests this information, the Bidder must also provide Interim Financial Statements, consisting of a Balance Sheet and year-to-date Income Statement, as of two months prior to the solicitation closing date.
- (iii) Should the Bidder not have been in business for at least one full fiscal year:
  - (a) the opening Balance Sheet on commencement of business; and
  - (b) interim Financial Statements (consisting of a Balance Sheet, and a year-to-date Income Statement), as of two (2) months prior to the solicitation closing date.
- (iv) Evidence, by certification from the Chief Financial Officer or an authorized signing officer of the Bidder, regarding the accuracy of any financial information provided.
- (v) A confirmation letter from the Bidder's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of one month prior to the solicitation closing date.

#### b) Joint Venture Proposal:

If the proposal is submitted by a joint venture, then the specific financial information requested is required from each member of the joint venture.

#### c) Parent Company:

If the Bidder is a subsidiary of another company then the specific financial information requested is also required from the parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder and the financial capability of the parent cannot be substituted for the financial capability of the Bidder itself.

#### d) Financial Information Already provided to PWGSC:

Any financial information request that is already on file at PWGSC with the Cost and Price Analysis Group of Acquisitions Branch does not have to be provided if:

- (i) the Bidder identifies the specific information that is on file and for which requirements this information was provided; and
- (ii) the Bidder authorizes the use of this information to support the financial capability for this requirement.

It is the Bidder's responsibility to ensure that this information is actually available within the Cost and

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107x1

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

F7003-11R051

File No. - N° du dossier

107x1F7003-11R051

CCC No./N° CCC - FMS No/ N° VME

---

Price Analysis Group.

e) Confidentiality:

Should the Bidder provide the information requested above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, Section 20 (1) (b), (c).

## PART 7 - RESULTING CONTRACT CLAUSES

[Note to Bidder: The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses is a Mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditions on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.]

### 1. REQUIREMENT

[Note to Bidder: Prior to contract award, the following articles will be edited by the Contracting Authority to reflect the selected proposal.]

#### 1.1 Initial Requirement:

- 1.1.1 The purpose of this Contract is for the procurement of a Student Information System (SIS) and associated products for the management of the Student Information Data for the Department of Fisheries and Oceans, Canadian Coast Guard College (CCGC) in Sydney, Nova Scotia, Canada, as described in the Statement of Work (the "Licensed Software").
- 1.1.2 The Contract is for the licensing (and associated software products) for the SIS solution. The solution includes, but is not limited to, provision and installation of software, support, consultation, implementation, data migration, training and documentation, customization, testing, and on-going Software Maintenance and Support services.
- 1.1.3 \_\_\_\_\_ (the "Contractor") agrees to supply the goods and services described in the Contract, including the Statement of Work (SOW) to the Canadian Coast Guard College (CCGC) in accordance with, and at the prices set out in the Contract. This includes:
  - a) granting to Canada a non-exclusive, perpetual, Entity wide license to use the Licensed Software, in accordance with Supplemental General Conditions, Licensed Software, 4003 (2010-08-16), and the terms of the Software License, Annex D;
  - b) providing Software Maintenance and Support Services in relation to the Licensed Software, in accordance with Supplemental General Conditions, Maintenance and Support Services for Licensed Software, 4004 (2010-08-16), and as detailed in the SOW, during the Initial Contract Period (from Contract Award until March 31, 2013), and any extension thereof;
  - c) providing implementation services, including initial set-up, installation, data migration, indexing and testing of the SIS, up to and including System Acceptance testing, all as detailed in the SOW; and
  - d) providing training as detailed in the SOW.

#### 1.2 Options:

- 1.2.1 The Contractor grants to Canada the irrevocable option to extend the period of the Contract by up to four (4) consecutive one-year option periods until March 31, 2017. During any such extension, the Contractor shall continue to provide Software Maintenance and Support Services, in accordance with the terms and conditions and the prices set out in the Contract.
- 1.2.2 The Contractor grants to Canada the irrevocable option to acquire additional software products and functionality, Software Maintenance and Support Services thereon, as listed in Annex B, List of Deliverables and Services. Such options may be exercised at any time during the Initial Contract Period and any extension thereof, for which annual pricing is included the List of Optional Deliverables and Services.

Canada may exercise these options by sending a written notice to the Contractor at any time during the Contract Period. Once an option is exercised, the software products comprising that option, shall be included as part of the Licensed Software.

- 1.2.3 The options may be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only through a contract amendment.

### 1.3 Professional Services by Task Authorization:

- 1.3.1 The Contractor shall provide professional services, on an as-and-when requested basis, in support of the requirements in the SOW. These services may be ordered by the Contracting Authority at any time during the Initial Contract Period or any extension thereof, in accordance with the Task Authorization process established in the Contract, and will be paid in accordance with the per diem rates detailed in Annex B, List of Deliverables and Services, Table C. The services ordered will include, but not be limited to, configuration.

## 2. STANDARD CLAUSES AND CONDITIONS

- 2.1 All clauses and conditions identified in the contract 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). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

### 2.2 General Conditions:

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

### 2.3 Supplemental General Conditions:

The following Supplemental General Conditions;

4003 (2010-08-16), Licensed Software, and  
4004 (2010-08-16), Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

### 2.4 Defined Terms:

- 2.4.1 Words and expressions defined in the General Conditions or Supplemental General Conditions and used in this Contract shall have the meanings assigned to them in the General Conditions or Supplemental General Conditions.

## 3. SECURITY REQUIREMENTS

- 3.1 This document is UNCLASSIFIED, however;

- a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- b) Contractor personnel requiring casual access to the installation site do not require a security clearance but will be required to be escorted at all times.

## 4. CONTRACT PERIOD

### 4.1 Contract Period:

4.1.1 The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- a) the "Initial Contract Period", which begins on the date the Contract is issued and ends on March 31, 2013; and
- b) the period during which this Contract is extended in accordance with the options set out in this Contract.

#### **4.2 Option to Extend the Contract:**

4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year periods under the same conditions, with a possibility that the option may extend to five (5) additional one-year periods. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### **5. DELIVERY**

5.1 Delivery of goods and services shall be in accordance with the attached Delivery/Milestone Schedule, Annex C.

### **6. AUTHORITIES**

#### **6.1 Contracting Authority**

The Contracting Authority is the contracting officer named below and is responsible for the management of this Contract.

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division (XL)  
Software and Shared Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Place du Portage, Phase III, 4C1  
11 Laurier Street  
Gatineau, Quebec,  
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson  
Telephone: 819-956-1114  
Facsimile: 819-953-3703  
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

Any changes to the Contract must be authorized, in writing, by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the Contract Authority.

#### **6.2 Technical/Project Authority**

The Technical/Project Authority for this Contract is:

Department of Fisheries and Oceans  
Canadian Coast Guard College

1190 Westmount Road  
Sydney, Nova Scotia  
B1R 2J6

Attention: John W. Drover, CD  
CCGC Project Director/Authority  
CCGC IT Supervisor  
Telephone: 902-567-3221  
Facsimile: 902-567-3232  
E-mail: droverj@dfo-mpo.gc.ca

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

### 6.3 Contractor's Representative

For the purposes of this Contract, the Contractor's representative is:

(Note to Bidder: To be completed at time of Contract award.)

## 7. PAYMENT

### 7.1 Basis of Payment

- 7.1.1 Licensed Software: For the license for the Licensed Software the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

- 7.1.2 Implementation: For all Work for the set-up and implementation of the SIS, up to and including System Acceptance, the Contractor shall be paid, following successful System Acceptance, the firm price as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

- ~~7.1.3 Data Migration: For all Work for Data Migration as detailed in the SOW, The Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.~~

~~Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.~~

- 7.1.4 Training: For training as detailed in the SOW, the Contractor shall be paid the firm prices, following successful completion of the training, as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

- 7.1.5 Software Maintenance and Support Services: For Software Maintenance and Support, from date of Final System Acceptance until March 31, 2013, the Contractor shall be paid the firm annual prices, in advance at

the beginning of each period, as detailed in Annex B, List of Deliverables and Services. Prices are FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

- 7.1.6 Options to extend the Contract: For the four (4) one year options to extend the Contract until March 31, 2017 for Software Maintenance and Support services, during the extension period, if Canada exercises its option, the Contractor shall be paid the firm annual prices, in advance at the beginning of each period, as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST extra.

- 7.1.7 Options for additional items: For the additional optional items, which includes additional Licensed Software and Software Maintenance and Support services thereon, if Canada exercises any of its options during the Initial Contract Period or any extension thereof, the Contractor shall be paid the firm prices as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST extra.

- 7.1.8 All Contractor travel and living expenses associated with Items 7.1.1 – 7.1.7 are included in the above prices.

- 7.1.9 Task Authorizations:

- 7.1.9.1 For professional services requested by Canada, in accordance with an approved Task Authorization (TA), Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked in accordance with the firm all-inclusive per diem rates set out in Annex B, List of Deliverables and Services, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

- 7.1.9.2 For work authorized in accordance with any Task Authorization, Canada will reimburse the Contractor for pre-authorized reasonable and proper travel and living expenses incurred to perform the work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive in effect at the time: [http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html). All payments are subject to audit by Canada. All travel must be pre-approved by the Contracting Authority. The Contractor will not be able to charge for time spent traveling at the per-diem rates set out in the Contract.

Estimated Amount: \$ (Unfunded until TA authorized) GST/HST extra.

- 7.1.10 Goods and Services Tax (GST) and Harmonized Sales Tax (HST):

- 7.1.10.1 All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

- 7.1.10.2 The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid or due.

Estimated Amount: \$ (TBD prior to contract award).

**7.2 Competitive Award:**

- 7.2.1 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.

**7.3 Limitation of Expenditure – Firm Prices:**

- 7.3.1 No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded unless an increase is authorized by the Contracting Authority.

**7.4 Method of Payment:**

- 7.4.1 Canada will pay the Contractor within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- 7.4.2 For Task Authorizations:
- 7.4.2.1 Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- 7.4.2.2 Canada will pay the Contractor within 30 days of receiving a complete invoice (and any required substantiating documentation). If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- 7.4.2.3 Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- 7.4.3 For Advance Payments:
- 7.4.3.1 Canada will make the advance payments to the Contractor for Software Maintenance and Support Services, within 30 days after receiving a complete invoice (and any required substantiating documentation), or within 30 days of any date specified in the Contract for making that advance payment, whichever is later.
- 7.4.3.2 If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- 7.4.3.3 The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of



the services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

#### 7.4.4 For Milestone Payments

7.4.4.1 Canada will make the milestone payments to the Contractor in accordance with the Annex B, following completion and acceptance of the milestone, and within 30 days after receiving a complete invoice (and any required substantiating documentation), or within 30 days of any date specified in the Contract for making that milestone payment, whichever is later.

7.4.4.2 If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

7.4.4.3 The Contractor acknowledges that this is a milestone payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the goods and services only after the goods and services have been delivered and/or performed, regardless of whether the payment has already been made. The Contractor agrees that any milestone payments authorized and paid under the terms of the Contract are not considered acceptance of the goods or services for which the payment is made. Also, milestone payments do not prevent Canada from exercising any or all potential remedies in relation to these payments or any of the Work, if the Work performed later proves to be unacceptable.

## 8. INVOICING INSTRUCTIONS

8.1 The Contractor must submit invoices in accordance with the information required in the General Conditions, 2030 (2011-05-16). The Contractor's invoice must include a separate item of each line item in Annex B, List of Deliverables and Services. Payment will only be made on receipt of satisfactory invoices duly supported by specified documents called for under this Contract.

8.2 Invoices must be submitted on the Contractor's own form and must be prepared to show:

- a) company name and address;
- b) the date;
- c) Name and address of the consignee(s);
- d) Contract Serial Number, Client Reference Number, Procurement Business Number
- e) and Financial Code(s);
- f) the contract line item, quantity, part number, reference number and description;
- g) for maintenance support, the period for which payment is being claimed;
- h) Goods and Services Tax, and/or Harmonized Sales Tax as applicable.

8.3 The original invoice and two (2) copies shall be forwarded to:

Department of Fisheries and Oceans  
Canadian Coast Guard College  
1190 Westmount Road  
P.O. Box 4500  
Sydney, Nova Scotia  
B1R 2J6

Attention: Laurie MacNeil  
Chief of Operations  
Telephone: 902-564-3660 Ext. 1340  
Facsimile: 902-567-3230  
E-Mail: laurie.macneil@dfo-mpo.gc.ca

and one (1) copy must be forwarded to:

Public Works and Government Services Canada  
 Enterprise Management Software Procurement Division (XL)  
 Software and Shared Systems Procurement Directorate  
 Services and Technology Acquisition Management Sector  
 Place du Portage, Phase III, 4C1  
 11 Laurier Street  
 Gatineau, Quebec  
 Canada K1A 0S5

Attention: Margo A. Conn-Harbinson  
 Telephone: 819-956-1114  
 Facsimile: 819-953-3703  
 E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

## 9. CERTIFICATIONS

### 9.1 Compliance

- 9.1 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, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. APPLICABLE LAWS

- 10.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

## 11. PRIORITY OF DOCUMENTS

- 11.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list. These Articles of Agreement, including any individual SACC manual clauses incorporated by reference in these Articles of Agreement;
- a) Supplemental General Conditions, in the following order:
  - b) 4003 (2010-08-16), Licensed Software
  - c) 4004 (2010-08-16), Maintenance and Support Services for Licensed Software
  - d) General Conditions, 2030 (2011/05/16);
  - e) Annex D, Software License;
  - f) Annex A, Statement of Work;
  - g) Annex B, List of Deliverables and Services;
  - h) Annex C, Delivery/Milestone Schedule;
  - i) Signed Task Authorizations;
  - j) The Contractor's bid dated \_\_\_\_\_, as amended \_\_\_\_\_.

**12. 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.]

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

**13. FOREIGN NATIONALS (Foreign Contractor)**

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

**14. INSURANCE REQUIREMENTS**

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

**15. LIMITATION OF LIABILITY**

- 15.1 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 section, even if it has been made aware of the potential for those damages.

**15.2 First Party Liability:**

- (a) 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:
  - (i) any infringement of intellectual property rights to the extent the Contractor breaches the Article of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (ii) physical injury, including death.
- (b) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

- 
- (c) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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.
  - (d) 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 (a) above.
  - (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
    - (i) 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
    - (ii) 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (e) will not exceed the total estimated cost (as defined above) for the Contract.

- (f) 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.

### 15.3 Third Party Claims:

- (a) 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.
- (b) 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 subparagraph (a), 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.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

**16. SITE REGULATIONS**

- 16.1 The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

**17. SHIPMENT**

- 17.1 Shipment is to be consigned including all delivery charges to the destination specified.
- 17.2 Should magnetically recorded information and/or documentation become damaged or lost, including accidental erasure in the course of transit from the Contractor's site to the delivery destination in the Contract, or while in the Contractor's care, it shall be replaced at the Contractor's expense.

**18. INSPECTION/ACCEPTANCE**

- 18.1 The Technical/Project Authority shall be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

**19. SAFEGUARDING ELECTRONIC MEDIA**

- 19.1 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.
- 1.92 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.

**20. WORK PERMITS, LICENSES, CERTIFICATES**

- 20.1 The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.

**21. ACCESS TO CANADIAN FACILITIES**

- 21.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
- a) client's premises;
  - b) client's computer systems (micro computer network);
  - c) documentation;
  - d) personnel for consultation;
  - e) office space, telephones, desk space, manuals and terminals.

- 21.2 Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
- 21.3 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.

## **22. TRANSLATION OF REPORTS AND DOCUMENTATION**

- 22.1 The Crown shall have the right to translate any documentation delivered herein into the second of the two Official Languages of Canada. This right shall include the right to make, or to have made, copies for the Crown's internal purposes only and to ultimately destroy those copies. The Contractor acknowledges that the Crown owns the translated version of any such translated document and that it is under no obligation to provide any translated document to the Contractor. Any document, which is translated by the Crown, shall include any copyright and/or proprietary right notice, which was part of the original document. The Crown acknowledges that the Contractor is not responsible for technical errors, which arise as a result of any translation performed by the Crown.

## **23. NOTICES**

- 23.1 For the purposes of this Contract, where the Contractor is required to provide notice to Canada or the Minister, such notice shall be provided in writing to the Contractual Authority.
- 23.2 For the purposes of this Contract, where Canada or the Minister is required to provide notice to the Contractor, such notice shall be provided in writing to the Contractor's representative.

## **24. TASK AUTHORIZATION**

- 24.1 Certain goods and services specified herein may be ordered by Canada, on an as-and-when-requested basis, in accordance with the terms and conditions of this Contract, at any time during the Contract Period. For certainty, Canada has no obligation to order any such goods or services during the Contract Period.
- 24.2 The Contractor shall provide all such goods and services ordered by Canada providing such orders do not exceed the financial limitation stated in this Contract.
- 24.3 Goods and services will be ordered by Canada in accordance with the Task Authorization process stated herein and using the Task Authorization form attached as Annex F.
- 24.4 Task Authorizations will be used by Canada to order the following services and others to be determined, as-and-when-requested, from the Contractor:
- Professional services and any other services as may be required in performance of the work in the SOW
- 24.5 Task Authorization Process:
- 24.5.1 If a requirement is identified by the Project Authority, the Project Authority will complete the appropriate portion of the Task Authorization form and forward it to the Contractor. The Project Authority should provide a complete description of the required task and any required scheduling and/or delivery dates. Upon receipt, the Contractor shall complete the appropriate portion of the form and return the Task Authorization form to the Project Authority.
- 24.5.2 The Contractor's response to a Task Authorization request shall include the estimated cost of performing the task and any applicable schedule and/or delivery dates. The estimated costs for services shall be based upon the Contractor's estimated level of effort for the applicable labour categories multiplied by the firm rates set out in this contract. Travel and Living costs of Contractor personnel shall be estimated so as

---

to be in accordance with the Treasury Board Guidelines on Travel and Living Expenses. The Contractor shall not be paid for providing the estimates or for providing any other information required to prepare and issue the Task Authorizations. The Contractor shall provide any information requested by Canada in relation to the preparation of a Task Authorization within 10 working days of the request.

- 24.5.3 The Project Authority may, if in agreement with the work description, cost estimates and delivery schedule sign the Task Authorization form, indicating its agreement to the work, cost and delivery and forward the Task Authorization form to the Contracting Authority. The Contracting Authority may at its discretion, and if in agreement with the work description, estimated costs, and delivery schedule authorize the Contractor to proceed with the work by signing the Task Authorization and returning a signed copy to the Contractor. The Contracting Authority shall also forward a signed copy of the Task Authorization to the Project Authority.
- 24.5.4 Under no circumstances will the Contractor start work on any Task Authorization until proper authorization is received by Canada.
- 24.5.5 From time to time, and for administrative purposes only the Contracting Authority may amend the Contract to add a list of all authorized Task Authorizations.
- 24.6 The actual amount charged by the Contractor for the completion of a Task Authorization shall be in accordance with the rates and prices set out in the Task Authorization and the Basis of Payment in this Contract. Under no circumstances will the amount paid by Canada exceed the authorized amount of the Task Authorization. If the Contractor becomes aware, at any time prior to the completion of the work that the authorized amount of the Task Authorization is insufficient the Contractor shall immediately notify the Contract Authority and request an increase. The Contracting Authority may, at their discretion, issue an amendment to the Task Authorization increasing the amount of the Task Authorization. Canada shall not be liable to pay the Contractor any amount in excess of the authorized amount unless an additional amount is properly authorized.

## **25. ENTIRE AGREEMENT**

- 25.1 This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all previous negotiations and documents related to it.

## PART 7

### ANNEX A

#### STATEMENT OF WORK

For the purposes of this Request for Proposal entire sections, and/or individual paragraphs of this SOW are marked as either Information (I), or Mandatory (M), or Rated (R).

The sections and/or individual paragraphs that are marked as (I) are for information purposes only. They are to provide either background information or context to a reader of the SOW. Bidders are not required to respond directly to anything marked as (I), however they should take this information into account in the preparation of their proposals. It is expected that these sections and paragraphs will remain essentially as written in any resulting contract.

Those sections and/or individual paragraphs marked as (M) are mandatory in their entirety. It is expected that these mandatory sections and/or paragraphs will be included in the final SOW in any resulting contract(s) exactly as written. By submitting a proposal the Bidder agrees to comply with each and every section and/or individual paragraph marked as mandatory. In addition, the Bidder must explicitly state its compliance and provide substantiation of its compliance as detailed in Part 4, Attachment 4.1, Bidder Response Form.

Those sections and/or individual paragraphs marked as (R) are rated. Bidders should respond to these rated requirements as detailed in Part 4, Attachment 4.1, (Bidder Response Form). It is expected that prior to the award of a contract(s), the Contracting Authority together with the selected Bidder, will edit or revise the wording of the rated requirements to match the Bidders proposal and then incorporate the agreed wording into the final SOW forming part of the resulting contract(s).

The term “must” is used herein to identify requirements that the Government of Canada considers to be mandatory for the Project and/or product. The Contractor must be required to deliver the services and product in accordance with these requirements, unless modified through the formal Change Request process.

The term “should” is used herein to identify requirements that the Government of Canada considers to be desirable provisions of added benefit/value, for the Project and/or product. The Contractor should propose how they will address and deliver such added benefit/value, for consideration by the Government of Canada.

**NOTE TO BIDDER:** The terms “must support”, “should support”, “support the capability” and “have the capability” are used herein to indicate the system can deliver the functionality described later in the phrase in which it is contained. Should the Bidder indicate that the system is capable or should support the functionality, the Bidder will be required to deliver this functionality if awarded the Contract, within the quoted price.

Unless otherwise indicated, the timelines noted to throughout the documents using the word “days” must be calculated in calendar days versus working days.

Lastly, all the [Notes to Bidder:] included in the SOW will be deleted by the Contract Authority prior to contract award.]



## SECTION A – PROJECT INFORMATION

### A1-1 INTRODUCTION

#### 1. Background

- (I) The mission of the Canadian Coast Guard College (CCGC) is to help maintain the safety and protection of the national and international maritime transportation system and environment by developing, disseminating and administering maritime training, education and research programs on behalf of the Canadian Coast Guard.

By providing basic training and education to Officer Cadets, Marine Communications Traffic Services (MCTS) Officers for future service in the Canadian Coast Guard (CCG) fleet and shore facilities and by providing other technical and operational training to Search and Rescue (SAR), Environmental Response (ER) and Integrated Technical Services (ITS) personnel, the CCGC operates in support of the Department of Fisheries and Oceans (DFO) Strategic Outcome of Safe and Accessible Waterways. More specifically it supports the following Coast Guard Sub-Activities as detailed in the CCG Program Activity Architecture as laid out in the CCG Business Plan 2008-2011:

- 1) Aids to Navigation;
- 2) Waterways Management;
- 3) Marine Communications and Traffic Services;
- 4) Icebreaking Services;
- 5) Search and Rescue;
- 6) Environmental Response Services; and
- 7) Maritime Security.

The CCGC is dedicated to delivering high quality, up-to-date maritime training and services in a progressive, bilingual and client oriented facility. One of the principal mandates of the College is to administer the four-year Coast Guard Officer Training Program (CGOTP) for students prior to their service as Marine Navigation or Marine Engineering Officers aboard Canadian Coast Guard (CCG) vessels. Annual training throughput is in the order of 32 Navigation and 32 Engineering Officers, divided into 16 Anglophones and 16 Francophone students in Navigation, 16 Anglophones and 16 Francophone students in Engineering. Recruitment is expected to remain steady in the coming years in response to predicted high retirement rates of currently serving CCG officers. In addition to providing training for newly recruited Fleet and Marine Communications and Traffic Service officers, the CCGC facilities also offer refresher and professional development training for MCTS, Marine Maintenance equipment training (MMET) Personnel, Search and Rescue, Environmental Response and the Fleet's 410 Marine Navigation and 418 Marine Engineering Officers. This increase in training and education demand within the organization drives the requirement for a more responsive and efficient student information system.

#### 2. Scope

- (I) This Statement of Work (SOW) is for the College's Student Information System modernization project. The College seeks to purchase and install an academic Student Information System to meet the information needs of the College. Functional areas to be covered by the proposed software include, but are not limited to areas covered in this document. This Statement of Work (SOW) is for an integrated system to meet the immediate and long-range needs of the College as outlined in the general and detailed system requirements that follow in section B of this document. All software delivered from a vendor must be facilitated from a common organization-wide database permitting the total sharing of information within and across functions and other systems. The solution includes, but is not limited to, provision and assistance with installation of software, support, consultation, implementation, data migration, training and

documentation, customization, testing and maintenance services.

### 3. Purpose of the Contract

- (I) The purpose of this contract is for the procurement of a Student Information System (SIS) and associated products for the management of the Student information Data at the Canadian Coast Guard College in Sydney, Nova Scotia, Canada

The Canadian Coast Guard College (CCGC), up to 1999, utilized a Student Information System written in 'Transact', running on a HP3000 system using the Multi Processing Environment (MPE) operating system. The system was capable of handling registration, marks management, generating lists for mass-mail outs, and as well provided a database of potential candidates for the Officer Cadet Training program. Some of the features included a 'double-entry' check system to prevent mistakes with marks entry. Report cards could be generated with a keystroke. In 1999, the system was retired due to lack of Y2K compliance (the system was written with 2 digit dates). The college purchased a system called 'Registrar,' however the software did not have a Grade Point Average (GPA) module. This system is used to manage course marks for other programs, e.g. Marine Communications and Traffic Services (MCTS), Search and Rescue (SAR), Environmental Response (ER) and Marine Maintenance and Equipment Training (MMET), as they all have a marking program of 'pass/fail'. The current marks management system is a 'home built' spreadsheet, which is able to capture the required data, but requires extensive manual entry; the requirement to enter the same data more than once; and lends itself to data entry errors.

### 4. Personnel Security

- (I) There are no personnel security requirements associated with the Project, although building passes are required at the CCGC.

### 5. Goals

- (I) The solution must:
- a) Improve service to clients;
  - b) Be reliable, flexible and expandable
  - c) Have a system Architecture to include:
    - 1) System uses shared object design
    - 2) System designed for rapid installation and deployment
    - 3) System designed for high availability, high scalability environments
    - 4) System uses Microsoft SQL Server 2005/8 for high volume transaction processing
    - 5) System uses Microsoft Windows Server 2003 or 2008
    - 6) System is all server based with no business logic residing on the workstation
    - 7) Includes complete system logging
    - 8) System is capable of being virtualized using VMware or Hyper-V.
  - d) Have a Bilingual user interface for faculty, other staff, students and Alumni
  - e) Have a systems that covers the full spectrum of administrative requirements in an integrated environment where all modules share the same business rules and database including:

#### STUDENT

- 1) Recruiting and Admissions
- 2) Registration
- 3) Degree/Diploma/Certificate Audit Function
- 4) Student Health and Student Placement
- 5) Alumni/ Development
- 6) Application Portal
- 7) Student Portal

- 8) Alumni Portal
- 9) Student Affairs Configurable Reporting

**FACULTY**

- 1) Faculty/Staff Information
- 2) Faculty Portal

**FACILITY**

- 1) Room allocation process
- 2) Class room scheduler
- 3) Hotel Scheduler

**6. Summary of Hardware and Software currently supported within CCGC**

CGCSYDM06.CCS.CGC.GC.CA → Windows Server 2003 SP2/Intel Xeon 3.2GHz/1GB RAM

DC for CCS Domain  
 DNS Services for CCS Domain  
 NTP Service for TimeTrax Sync (CGCSYDVIRT)  
 Maintelligence Ship Inventory Database (Pervasive-SQL)  
 Active Directory for CCS Domain  
 Network File Server (departmental data)

CGCSYDM07.CCS.CGC.GC.CA → Windows Server 2003 SP2/Intel Xeon 1.8GHz/3GB RAM

DC for CCS Domain  
 Active Directory for CCS Domain  
 Registrar 6.0 DB  
 Network License Manager for Autodesk Products (Autocad)  
 Network File Server (departmental data)

CGCSYDM08.CCS.CGC.GC.CA → Storage Server 2003 SP2/Intel Pent.D.3GHz x2/1GB RAM

Network File Server (departmental data)

CGCSYDVIRT.CCS.CGC.GC.CA → Windows Server 2008 Ent SP2/E7340 2.4 GHZx4/16GB

DC for CCS Domain  
 TimeTrax Sync for Wireless Digital Display Clocks  
 Mimosa Timetable Scheduling Software  
 Print Server for CCS Domain  
 FiveStar Hotel Systems Software/DB  
 Drupal Development Environment (Apache2.2, MySQL 5, PHP5) →  
 → XAMPP (for Drupal Site Development)

CGCPLANNER.CCS.CGC.GC.CA → Windows Server 2008 Std SP1/E5440 2.8 GHZx2/8GB

Member Server for CCS Domain  
 Drupal Production Server + Environment →  
 →Apache2.2  
 →MySQL 5  
 →PHP 5  
 Campus Information Website  
 Academic OTP/PFO Resource Website

CGCSYDMETA1.CCS.CGC.GC.CA → Windows Server 2000 SP4/Xeon MP 1.5GHz x 2/3GB

Member Server of CCS Domain

Terminal Server for SAR SarMaster Application  
Citrix Metaframe XP

CGCSYDDPM.CCS.CGC.GC.CA → Storage Server 2008 SP2/E5504 2GHz x 4/4GB

Data Protection Manager (DPM) for network wide backup (6TB)

## 7. Statistical information.

Topic	Information
<b>Recruitment and Admissions:</b>	
Recruitment venues and Contacts:	250
Applications per Year:	1200-2000
<b>Registration:</b>	
<b>Students:</b>	
Current students all programs (Annual):	700
New Students per year Officer Training program:	64 students 4 year program
Marine Communication and traffic Services students:	Maximum 12 Students two courses per year six months long
Marine Maintenance and Equipment Training students:	Maximum of 8 students for 22 courses per years at 10 to 15 days long
<b>Staff / Alumni complement:</b>	
Staff:	115
Alumni:	800
<b>Classroom/ Board Room</b>	less than 50
<b>Housing</b>	
Officer Cadet Rooms in clusters:	160
Hotel style rooms:	127

## ACRONYMS

AR	Accounts Receivable
CCGC	Canadian Coast Guard College
CGOTP	Coast Guard Officer Training Program
DFO	Department of Fisheries and Oceans
DOB	Date of Birth
ER	Environmental Response
GPA	Grade Point Average
GUI	Graphical User interface
HQ	Head Quarters
ITS	Integrated Technical Services
JV	Journal Voucher
MCTS	Marine Communications and Traffic Services
MMET	Marine Maintenance and Equipment Training
MPE	Multi-Processing Environment
ODBC	Open Database Connectivity
OLE	Object Linking and Embedding
OTP	Officer Training Program
OEM	Original equipment manufacture

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107x1

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

F7003-11R051

File No. - N° du dossier

107x1F7003-11R051

CCC No./N° CCC - FMS No/ N° VME

---

PWGSC	Public Works and Government Services Canada
RFP	Request for Proposals
SAR	Search And Rescue
SAT	System Acceptance Test
SIS	Student Information System
SOW	Statement of work
SQL	Structured Query Language

## SECTION B – STATEMENT OF WORK

### 1. PROJECT REQUIREMENTS

#### 1.1 Project Management

- 1.1.1 (M)** The Contractor's work must be complete and utilize a formal organization of management disciplines including methods and procedures for directing coordinating and controlling all contract efforts necessary to develop, integrate, test, deliver and install the new service and to provide all other work, material, services and data as detailed in this SOW.
- 1.1.2 (M)** The Contractor must establish an internal organization, headed by a single Project Manager, to carry out the Work required for the Project.
- 1.1.3 (M)** The Project Manager must have sufficient authority to plan, direct, control and make decisions for the Project and to ensure that all contracted requirements are met in terms of tasks, specifications, schedules, quality and budget.
- 1.1.4 (M)** The Project Manager must be the main point of contact with the Government of Canada.
- 1.1.5 (M)** All subcontractors and/or teaming companies must be identified in the Proposal, along with a description of their responsibilities on the Project.
- 1.1.6 (M)** The replacement of team members must be approved by the Government of Canada. The Proposal must include a letter or written agreement between each proposed subcontractor/teaming company and the Contractor, confirming the agreement by both parties to work together on the Project. The same controls and requirements placed on the Contractor's project team must also be applicable to all subcontractors.
- 1.1.7 (M)** If any of the work is subcontracted to another company or another division of the contractor's organization, all requirements of this SOW, the Technical Specifications, and contract terms, conditions, and requirements must remain in force for the subcontracted work.
- 1.1.7 (M)** The Contractor must appropriately flow down all requirements, and monitor and report on each subcontract to ensure that the subcontracted work progresses as required.

#### 1.2 System Acceptance

[Note To Bidder: The Bidder is required to provide a draft Acceptance Test Plan as per item R1 in the Bidder Response Form, Attachment 4.1]

- 1.2.1 (M)** The Contractor shall update the draft Acceptance Test Plan submitted with its proposal and submit the updated Plan to the Technical Authority, prior to commencement of acceptance testing. The Acceptance Test Plan must detail the test methodology and list all tests to be carried out during acceptance testing. The Acceptance Test Plan must include a summary of key tests and at a minimum include: a) verification of functionality based on Contractor's documentation and response to the RFP; b) test load and subsequent test loads as necessary of all the required data converted for CCGC's verification and acceptance based on the agreed specifications; c) evaluation of adequate data retrieval response time; d) testing in CCGC's operational environment. The Technical Authority should, within ~~10~~ **5** days, either approve the plan or provide written comments to the Contractor requiring corrections. If corrections are required, the Contractor should make such corrections and resubmit the plan to the Technical Authority for approval.
- 1.2.2 (M)** Acceptance testing must be done according to the Acceptance Test Plan by the CCGC with assistance of the Contractor as required. The Contractor must provide to CCGC, its representatives and consultants, such documentation and assistance as may reasonably be required by CCGC, in connection with the aforesaid acceptance tests.

- 1.2.3 (M)** Following system installation, CCGC must conduct acceptance testing of the installed system, in accordance with the approved Acceptance Test Plan, to verify that it meets all the technical and functional requirements stated herein. Should any tests indicate that the system does not function in accordance with the requirements, the Contractor shall make such corrections to the system as are necessary to correct the problem(s) and CCGC will retest the system as appropriate. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the work (Acceptance).
- 1.2.4 (M)** The Project deliverables (Student Information System) must be subject to a series of tests prior to final acceptance by the CCGC. The purpose of the tests is to demonstrate that the specified system performance and functional requirements have been satisfactorily met.
- 1.2.5 (M)** The tests must progress from individual configuration items of software to a full integrated system tests.
- 1.2.6 (M)** All acceptance testing must be based on expected Acceptance Test Procedures ATP(s). The contractor must provide all supporting documentation as necessary to complete the tests in an efficient manner.

### **1.3 Document Management**

- 1.3.1 (R)** The Contractor should take a systematic approach in the way that documentation is prepared and provided.
- 1.3.2 (M)** The System Operation manuals must cover the complete Student Information system, with sufficient detail to provide the reader with an overall understanding of the System.
- 1.3.2 (M)** Software manuals must cover the individual sub-systems in greater detail so that the reader can gain a complete understanding of the sub-systems.
- 1.3.4 (M)** Operator/Instructor and Technical manuals must be of high-grade commercial standard and of camera-ready quality for reproducibility.
- 1.3.5 (M)** Documents that already exist for the system and which have been produced to commercial standards, do not need to be modified in terms of format.
- 1.3.6 (M)** Content must be updated to represent the Student Information system at the college.
- 1.3.7 (M)** Final data submitted under this task required by CCGC to operate and support the Student Information system such as User Manuals must be provided with wear-resistant hard covered ring-type binders.
- 1.3.8 (M)** Two (2) hard copies of all final manuals and other documentation for the software installed must be delivered in both official languages.
- 1.3.9 (M)** In addition to final hard copies, the Contractor must supply one (1) electronic version of all final manuals and documentation in both official languages.

### **1.4 Training**

- 1.4.1 (M)** Contractor must deliver the Initial Cadre Training at the CCGC.
- 1.4.2 (M)** The training activities for the SIS must be designed to include all personnel involved in the operation and maintenance of the system.
- 1.4.3 (R)** As a minimum, the contractor should conduct initial cadre training for 5 individuals (3 personnel designated by the A/Head of Student Affairs and 2 College technical support staff).

- 1.4.4 (M)** This training must be conducted at the College site ahead of the installation completion milestone.
- 1.4.5 (R)** Instruction should include all procedures required for the preparation and modification of software, system initialisation, form and report configuration and preparation and report execution.
- 1.4.6 (R)** The contractor should furnish options for delivering any follow-on training in the most cost-effective manner. Note to Bidder: Any applicable costing information shall be included in the Financial Portion of the RFP only.
- 1.4.6 (R)** Training should also include maintenance, replacement procedures, diagnostics, troubleshooting, etc. for technical support staff.
- 1.4.6 (R)** The Contractor should detail the total number of training days for all training to include maintenance training and user/ operator training. Note to Bidder: Any applicable costing information shall be included in the Financial Portion of the RFP only.
- 1.4.9 (R)** The Contractor should also include training on data inputting, field creation or any other feature required by operators to carry out their duties. Note to Bidder: Any applicable costing information shall be included in the Financial Portion of the RFP only.
- 1.4.10 (R)** A Training Plan should be provided detailing how the Bidder will provide the training and include but not limited to:
- 1) Course Title and Description
  - 2) Number of days per course
  - 3) Student limit
  - 4) Availability in both official languages.

Note to Bidder: Any applicable costing information shall be included in the Financial Portion of the RFP only.

## 1.5 Maintenance Requirement

- (I)** Maintenance support for the Student Information System will be partitioned between in-house personnel and Contractor support service representatives. They must be supported by a three tiered technical support structure as follows:
- a) Tier One support must provide a first line response to basic technical issues. Activities include information gathering, software application guidance, basic hardware installation and replacement (e.g. screen replacement), symptoms analysis (e.g. software diagnostics), basic troubleshooting, and technical liaison with the Contractor(s);
  - b) Tier Two support must address problems that cannot be solved at the Tier One level. Activities include supporting remote systems diagnostics or maintenance (e.g. implementing the steps for a software patch, if required); and
  - c) Tier Three support must address difficult or advanced problems that cannot be solved at the Tier One or Two levels. Activities can include design analysis, software repair, systems redesign or software upgrades.
- 1.5.1 (M)** In order to minimize response times for basic technical issues and develop organic expertise with System software and hardware components, Tier One support must be undertaken by CCGC staff, while Tier Two and Three must be undertaken by the Contractor(s).
- 1.5.2 (R)** The Contractor should recommend a maintenance concept that is in line with the commercial COTS nature of the system design and consider only the software elements of the system.



- 1.5.3 (R)** The Maintenance Proposal should include a break down for an optional 24/7 support over a five-year period. Note to Bidder: Any costs associated with this breakdown shall appear in the Financial portion of the bid response only. For information purposes, the Contractor shall provide a copy of their Software Maintenance Agreement. It shall be noted that Canada's specified Terms and Conditions shall supercede any other Bidder Terms and Conditions.
- 1.5.4 (R)** The Contractor should provide a single point of contact where all requests for technical support may be submitted. It should be possible to contact the Service Desk via e-mail, website, and a toll-free number. The Contractor should provide ways for problems to be reported, logged and tracked, and a Knowledge Base for known problems.
- 1.5.5 (R)** The Contractor should provide customer support services from 7:00 a.m. to 4:00 p.m. EST (8:00 a.m. to 5:00 p.m. Atlantic), Monday through Friday, excluding statutory holidays. Support should be made available outside these hours at Contractor's hourly rate.

## **1.6 Data Migration**

[Note to Bidder: Bidders should submit a draft Implementation and Data Migration Plan as per item R13 in the Bidder Response, Attachment 4.1. The draft Implementation and Data Migration Plan will be evaluated in accordance with the Rated Requirement for this item in Bidder Response Form.]

- 1.6.1 (M)** The Contractor must update the draft Implementation and Data Migration Plan submitted with its proposal and submit the updated Plan to the Technical Authority for approval within ~~10~~ **5** days after contract award. The Technical Authority should, within ~~10~~ **5** days, either approve the plan or provide written comments to the Contractor requiring corrections. If corrections are required, the Contractor must make such corrections and resubmit the plan to the Technical Authority for approval within ~~10~~ **5** days. The Contractor should manage the project in accordance with the approved Implementation and Data Migration Plan. During the Period of the Contract any changes to the Plan will require the approval of the Technical Authority. Approval of the Implementation and Data Migration Plan by the Technical Authority does not, in any way, reduce or relieve the Contractor of any of its responsibilities to meet its obligations under this Contract.
- 1.6.2 (R)** The Contractor should provide a methodology for data migration. The data migration strategy should ensure accuracy of all migrated data.
- 1.6.3 (R)** The Contractor should assign a qualified, experienced project manager that is responsible for the implementation.

## **2. SYSTEM REQUIREMENTS**

### **2.0 General Requirements**

- 2.0.1 (M)** The system must allow CCGC to achieve the goals detailed in Section A, Part 5.
- 2.1 (M)** The system must be a Web –based bilingual application that can be installed on Windows 2008 Server or Linux server and be virtualized using VMware or Hyper-V. **(for purposes of clarification regarding bilingualism: the system must have bilingual front facing portals - the back end system must be in English)]**
- 2.1.1 (M)** This application should be launch-able through a browser and be system browser independent.
- 2.1.2 (R)** It should be Server side installed with minimal client maintenance. The data should update in real-time.
- 2.2 (R)** The Database should be hosted locally and should be accessible via Structured Query Language (SQL) or Open Database Connectivity (ODBC) or both.

- 
- 2.2.1 (R)** The calculation fields should also automatically recalculate.
- 2.2.2 (M)** The calculation fields must enable image-based documents which are stored in the database.
- 2.3 (M)** The user interface must be an intuitive graphical user interface (i.e. easy to use and understand).
- 2.3.1 (R)** The user interface should be common for all modules.
- 2.3.2 (R)** The system should allow all query/reporting tools to have access to data in all proposed modules.
- 2.3.3 (R)** The database should be flexible to add new fields, modify or create new user screens with a GUI environment.
- 2.4 (M)** The system must support look-ups by multiple fields to include but not limited to:
- 1) Full name, including middle initial
  - 2) Partial name
  - 3) Postal code
  - 4) D. O.B
  - 5) Personal Record Identifier
  - 6) Student ID number
- 2.4.1 (R)** The system should also have a wild card search capability and identify any duplication.
- 2.4.2 (R)** Look up screens should display all potential matches.
- 2.5 (R)** The system should support a secure socket layer transmission (SSL).
- 2.5.1 (M)** The password and PIN transmissions must be encrypted.
- 2.5.2 (M)** The system must also support Tiers of administrative access and have a full audit trail.
- 2.6 (M)** The system must support a test environment /database for training staff that can be refreshed as often as required and at no additional cost.
- 2.7 (M)** The system must support automated back-up feature.
- 2.7.1 (R)** The system should have the capability of pulling in data from other systems with SQL or ODBC.
- 2.8 (M)** The system must support contact lists, automated correspondence and be capable of sending electronic messages.
- 2.8.1 (R)** The system should generate letters using the following formats: (e.g. single, tailored group, system wide).
- 2.9 (R)** The Client Interface should support Object Linking and Embedding (OLE).
- 2.10 (M)** The Contractor must provide thorough documentation on system configuration and setup.
- 2.10.1 (R)** The system documentation should be context sensitive and available on line.

### 3.0 Reporting Requirement

- 3.1 (M) The system must have a library of standard reports that are available throughout the system.
- 3.2 (R) The report generation tool should be easy to use.
- 3.3 (R) Typical end user should be able to make basic queries and reports.
- 3.4 (R) Reports should prompt for variable data to focus on population (e.g., term, program, etc.).
- 3.5 (R) The report criteria selection parameters should enable the user to select all, single, or multiple options in each field.
- 3.6 (R) Contractor-designed reports should be able to be modified by the client and saved as templates for future use.
- 3.7 (R) Client should be capable of developing reports and making them available as templates for future use.
- 3.8 (R) Reports should be linked to letter/document production.
- 3.9 (R) All reports should be capable of being sent by the end user:
  - 1) To file
  - 2) To screen
  - 3) To printer
  - 4) Exported in various formats
- 3.10 (R) The client should allow a client to generate reports on all fields in the system.
- 3.11 (M) End User Reporting Tool must enable logical selection of database criteria.
- 3.11.1 (R) The End User Reporting Tool should be graphically selectable.

## 4 Organizations and Persons

- 4.1 (M) The Software must have typical database functionality with ability to create various profiles including examples below:
  - 1) Names and Addresses
  - 2) Type of organization, as defined by the College
  - 3) Size
  - 4) Corporate headquarters (Ottawa/Region)
  - 5) Last contact person and date
  - 6) Unlimited free form notes
  - 7) Communication activity history
- 4.2 (R) The Software should have typical database functionality with ability to create various Person types including examples below:
  - 1) Student
  - 2) Faculty
  - 3) Staff
  - 4) Alumni
  - 5) Parents
  - 6) Employers

- 7) Adjuncts
- 8) Billing Entity

**4.3 (R)** The Software should have typical database functionality with ability to create various Name and Address Data (unlimited per person) including examples below:

- 1) Name: First name, Middle and Last
- 2) Salutation
- 3) Rank/position title
- 4) Maiden name
- 5) Multiple Address lines
- 6) Support for international postal codes
- 7) Phone numbers: Phone numbers may be associated with specific addresses or associated with specific person or both

**4.4 (R)** The Software should have typical database functionality with ability to create multiple e-mail addresses.

**4.5 (R)** The Software should have typical database functionality with ability to create billing entities.

**4.6 (R)** The Software should create reports on demand from this module.

## **5.0 Student Accounts**

**5.1 (R)** The system should generate charges to student accounts receivable based on:

- current registration
- term calendar
- College defined criteria
- data from regions/HQ
- degree/diploma/certificate

**5.2 (R)** The system should support a variety of charge assessment processes.

**5.3 (R)** The system should generate a third party bill or Journal Voucher (JV) for all or a portion of a student's charges.

**5.3.1 (M)** The system must be able to consolidate multiple students' charges on a single third-party bill.

**5.4 (R)** The system should use parameter and logic tables to define charges, rates, fees, etc.

**5.5 (R)** The system should support different charge tables with the following support functions:

- 1) Support different cost centers
- 2) Support different cost types
- 3) Support different refund schedules
- 4) Be capable of creating each charge table for each term
- 5) Be capable of creating each charge table for each department program

**5.6 (R)** The system should support automatic calculation and assessment of late fees.

- 5.7 (R)** The system should allow Users to change Fees as required (i.e. period-to-period or year-to-year).
- 5.8 (R)** The system should maintain complete financial history for all prospects, current and prior students.
- 5.9 (R)** The system should maintain history of account on current and prior students.
- 5.10 (R)** The system should perform full audit trail.
- 5.11 (R)** The system should generate pre-bills and statements.
- 5.12 (R)** The system should automatically generate a bill when student registers.
- 5.13 (R)** The system should generate statements to send to any of the following:
- 1) Students
  - 2) Other designated address (Regions/HQ)
- 5.14 (R)** The system should generate statements to send to multiple addresses.
- 5.15 (R)** The system should generate a single third-party statement with charges for multiple students.
- 5.16 (R)** The system should allow a User to automatically generate a bill monthly for accounts with outstanding balances.
- 5.17 (R)** The system should provide Single statement for multiple students to a Region.
- 5.18 (R)** The system should Define/Generate standard reports (Journal Voucher – JV).
- 5.19 (R)** The system should support cashiering functions.
- 5.20 (R)** The system should create a daily receipt batch for approval processing.
- 5.21 (R)** The system should distribute full or partial batch of transactions.
- 5.22 (R)** The system should have account aging capability.
- 5.23 (R)** The system should integrate with general ledger.
- 5.24 (R)** The system should support standard forms of payment (i.e. Credit Card, Check, Invoicing and third party billing).

- 5.25 (R)** The system should support financial holds.
- 5.26 (R)** The system should track all sources of financial aid payments to the student account.
- 5.27 (R)** The system should allow a User to put financial holds on accounts thereby blocking the following actions:
- 1) Course enrolment
  - 2) Graduation
  - 3) Transcripts
  - 4) Degree/diploma/certificate granting
  - 5) Grades
  - 6) Course Management
- 5.28 (R)** The system should have capacity to age the accounts receivable (AR).
- 5.29 (R)** The system should be capable of Printing T2206 Forms as provided by CCRA.
- 5.30 (R)** The system should support complete Account Receivable (AR) transaction audit trail.
- 5.31 (R)** The system should support account aging, expected revenues and collection reports.
- 5.32 (R)** The system should be capable of producing a number of reports using an ad-hoc reporting feature.
- 5.33 (R)** The system should provide full historical record of all postings to the general ledger with the ability to recreate any posting.
- 5.34 (R)** The system should interoperate Reports with Microsoft Share Point for dashboard and drill down purposes.
- 5.35 (R)** The system should allow Users to generate collection letters and track when they were sent.
- 5.36 (R)** The system should allow Users to create reports on demand from this module.
- 6.0 Recruitment and Admissions**
- 6.1 (M)** The system must store vital information, to include source of lead, specific areas of interest, contact names, address information, etc.
- 6.2 (M)** The system must have On-screen, working To-do lists for recruiters.

- 
- 6.3 (M)** The system must have the ability to track individuals from inquiry through to graduation and report on their tracking history at the college.
- 6.4 (M)** The system must support tracking of all application types including same student applications for multiple programs:
- 1) OTP – Engineer
  - 2) OTP – Navigator
  - 3) Technical Diploma
  - 4) Certificates (MCTS, SAR, ER, MMET)
- 6.5 (R)** The system should allow web-based applications that can be filled out by anyone with an Internet connection.
- 6.6 (M)** The System must support transfer credit capability.
- 6.7 (M)** The system must allow Users to customize activity tracking.
- 6.8 (M)** The System must support tracking of multiple applications per student.
- 6.9 (M)** The System must support segment mailings to specific groups.
- 6.9.1 (R)** The System should have capacity to automate their mail outs.
- 6.10 (R)** The System should generate appropriate mailings (user configurable form letters) like:
- 1) Record and assess Security,
  - 2) Medical, Aptitude test,
  - 3) Second language evaluation,
  - 4) Assessments and entrance exams
  - 5) Limitless other scores i.e.: high school marks
- 6.11 (M)** The system must allow Users to Transfer single or groups of applicants to admitted or other status.
- 6.12 (R)** The system should have flexibility to create student groups based on criteria such as test scores, language profile and prerequisites etc.
- 6.13 (M)** The system must support rolling admission (year round recruiting).
- 6.14 (M)** The system must support unlimited application statuses, including class and program wait lists.
- 6.15 (M)** The system must support document tracking and checklist of items to be completed by students.

- 6.16 (M)** The system must have the capacity to change the status of a student.
- 6.17 (M)** The Admissions requirements must be dynamically dated based on the day it was entered into the system with a date and time stamp as well as a dynamic date entered by staff based on the day and time they were accepted.
- 6.18 (R)** The system should support historical data for all years and be able to migrate old files into the new system.
- 6.19 (M)** The system must support Reports on demand for this module.
- 6.20 (R)** The system should support re-activation (support students going through application process more than once).
- 6.21 (R)** The system should support the capability of Key data to be tracked and migrated as prospect becomes admitted, including:
- 1) Name and Address data
  - 2) Interests – Navigation or Engineering
  - 3) Awards management
  - 4) Demographical information
- 6.22 (R)** The system should support the capability of tracking recruitment contacts, location, date of contact, etc.
- 7.0 Registration**
- 7.1 (M)** The system must support an on-line registration, print grades, schedules and transcripts (web based GUI system).
- 7.2 (M)** The system must support On-line validation of:
- 1) Pre- and co-requisites
  - 2) Student status
  - 3) Wait lists (pool)
- 7.3 (M)** The system must Supports Degree Diploma and Certificate program registration.
- 7.4 (M)** The system must be capable of creating reports on demand from this module.
- 7.5 (M)** The system must support multiple catalogues (Curriculum).
- 7.6 (M)** The system must support requisite and restriction management, including
- 1) Pre-requisites
  - 2) Co-requisites
  - 3) Equivalencies of current to former courses



4) Restrictions (who may not take course)

**7.7 (M)** The system must support permanent catalogue of all courses, including:

- 1) Complete history of courses and sections
- 2) Former courses names, numbers, equivalencies

**7.8 (R)** The system should support Classroom scheduling.

**7.9 (M)** The system must automatically update key lists (e.g. students, rooms, year of program) based on defined parameters (e.g. program status and progression).

**7.10 (M)** The system must have a web-based GUI interface to support grade processing to include:

- 1) Faculty grade sheets
- 2) Manual grade revisions supported
- 3) Method to confirm marks entered by instructor are accurately captured by data input
- 4) Indefinite archiving of grades

**7.11 (M)** The system must be flexible to support multiple grading schemes, e.g. based on contact hours, number of weeks, course weight, Grade Point Average (GPA) Calculation.

**7.12 (M)** The system must support attendance tracking.

**7.13 (R)** The system should be capable of producing an exception report for faculty that shows which grades are not entered, together with reminder process (flag sent to faculty and department head as reminder to enter marks).

**7.14 (M)** The system must be capable of generating Transcripts on demand.

**7.15 (M)** The system must track all current and former programs.

**7.16 (M)** The system must generate individual student ID numbers.

**7.17 (M)** The system must be able to link student records, e-mails and other attachments to student photo.

**7.18 (M)** The system must support Employment Equity and other demographic tracking.

**7.19 (M)** The system must support tracking by Region.

**7.20 (M)** The system must generate reports on demand (including reports with student photos).

- 
- 7.21 (M)** The system must generate transcripts that are comprehensive, showing concurrent academic/practice credits to include:
- 1) Grades
  - 2) Other academic status (e.g., probation)
  - 3) Graduation honors
  - 4) grade point average (GPA)
- 7.22 (M)** The system must be able to create an official and non-official transcript.
- 7.23 (M)** The system must support multiple transcript styles and formats.
- 7.24 (M)** The system must support transfer of credits.
- 7.25 (R)** The system should Maintain and track student retention data.
- 7.26 (R)** The system should provide cohort tracking.
- 7.27 (R)** The system should be capable of processing date of withdrawal/leave of absence and date of return.
- 8.0 Faculty**
- 8.1 (R)** The system should support faculty with multiple types (i.e. indeterminate, contract, temporary duty, and contract limitation/collective agreement).
- 8.2 (R)** The system should support tracking changes to data (i.e. Who, When, What).
- 8.3 (R)** The system should support tracking of Demographics.
- 8.4 (R)** The system should record faculty loading.
- 8.5 (M)** The system must track all academic and non-academic requirements.
- 9.0 Class room and Board room scheduling,**
- 9.1 (R)** The system should support centralized class room and board room scheduling.
- 9.2 (R)** The system should allow individual departments to modify calendar as needed (Master academic scheduling done through Education).
- 9.3 (R)** The system should support "request for space" tracking all classrooms and boardrooms (i.e. Track all room assignments; Allows one-time reservations rooms).

- 9.4 (R)** The system should automatically check course offering schedule for time conflicts.
- 9.5 (R)** The system should handle information for: Capacity, Equipment, Other.
- 9.6 (R)** The system should allow multiple people, depending on their access level to control class rooms and board rooms based on: Usage, Time, date and day.
- 9.7 (R)** The system should create reports on demand from this module.
- 10.0 Housing**
- 10.1 (R)** The system should support centralized accommodations scheduling.
- 10.2 (R)** The system should support "request for space" tracking all accommodation rooms (i.e. Track all room assignments; Allows one-time reservation rooms).
- 10.3 (R)** The system should handle information for: Capacity, Equipment, Other.
- 10.4 (R)** The system should allow multiple people, depending on their access level to control accommodation rooms based on: Usage, Time, date and day.
- 10.5 (R)** The system should create reports on demand from this module.
- 11.0 Health and Sea Phase Placement**
- 11.1 (R)** The system should track student progress in days of sea service.
- 11.2 (R)** The system should maintain medication and immunization history.
- 11.3 (R)** The system should assign alerts to students with outstanding immunizations and support required document tracking.
- 11.4 (R)** The system should create reports on demand from this module.
- 12.0 Alumni/Development**
- 12.1 (R)** The system should track all College related people, including:
- 1) Faculty
  - 2) Student
  - 3) Alumni
  - 4) Donor
  - 5) Relationships with others i.e.: Family, Firms, Students and Interests

- 
- 12.2** (R) The system should support mailing codes for mailing lists to include any other characteristics of giving and personal information.
- 12.3** (R) The system should support unlimited notes for an individual to include unlimited addresses and do not mail codes.
- 12.4** (R) The system should support moving students to alumni.
- 12.5** (R) The system should support access to student history.
- 12.6** (R) The system should support automatic document generation.
- 12.7** (R) The system should allow all contacts to be tracked in system (i.e. Correspondence, Phone calls, Visits).
- 12.8** (R) The system should support correspondence track assignments.
- 12.9** (R) The system should track and maintain history of all contacts.
- 12.10** (R) The system should create reports on demand from this module.
- 13.0** **Course Management System**
- 13.1** (R) The system should have the capacity that allows organization of course information, announcements, and documents.
- 13.2** (R) The system should manage email and discussion groups, choose student access options, create external links and post faculty contact information.
- 13.3** (R) The system should allow registration automated through administrative system, not Course Management.
- 14.0** **Portals**
- 14.1** (M) The system must have portals that have Real-time integration to the Student Information System (SIS).
- 14.2** (R) The portals should include:
- 1) Application Portal
  - 2) Student Portal
  - 3) Faculty Portal
  - 4) Alumni/Development Portal

- 14.3**     **(M)** The system must allow the ability to personalize Portals look and feel with restrictions based on access level.
- 14.4**     **(R)** The system should allow Portals to integrate with Active Directory for single sign-on.
- 14.5**     **(M)** The system must allow all portals to share the same database and application objects as the Student Information System (SIS).
- 14.6**     **(R)** The system should allow the ability to add custom functionality based on access level.

**PART 7****ANNEX B****LIST OF DELIVERABLES AND SERVICES**

[Note to Bidders: Bidders must bid prices as detailed in the Tables below. Prices are to be included in the Financial Proposal only. The Financial Proposal should include tables in a similar format as shown below.

As detailed in Part 4, the Total Evaluation Price will be the sum of all the prices for Tables A, B and C. The pricing provided in Table D is for information purposes only.

The clauses and item descriptions in Tables A, B and C are Mandatory in their entirety. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses and item descriptions is a mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses and item descriptions, or containing terms and conditions that purport to supersede these clauses and item descriptions will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.]

1. Summarize all costs associated with implementing your solution including ongoing costs in the Cost Forms below. Costs must include but not be limited to: software, proposed licensing arrangement and associated fees, training, technical support, testing, annual maintenance and upgrades, etc.

The Bidder must supply firm annual costs for a period of five (5) years.

2. Provide **itemized/unit pricing** and supporting details in a separate referenced document. Indicate any discount applicable to any deliverables/services.

**List of Deliverables/Services:****Table A List of Deliverables/Services**

- 1.1 The Contractor shall be paid firm unit/lot prices and firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.
- 1.2 For line item 01: For the license to use the Licensed Software, the Contractor shall be paid the firm price as indicated in Table A.
- 1.3 For line item 02: For all Work for the implementation of the SIS, the Contractor shall be paid the firm price as indicated in Table A.
- 1.4 For line item 03: For all Work for Data migration, the Contractor shall be paid the firm price as indicated in Table A.
- 1.5 For line item 04: For training, the Contractor shall be paid the firm price, indicated in the table below, following successful completion of the training courses.
- 1.6 For line item 05: For Software Maintenance and Support Services thereon, the Contractor shall be paid the firm annual prices indicated in the table below. The Contractor shall provide Software Maintenance and Support services beginning upon the date of Final System Acceptance until March 31, 2013. The subsequent firm annual prices will be payable yearly in advance.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lot price	Firm annual price for the period: April 1, 2012 to March 31, 2013 Year 1	Firm annual price for the period: April 1, 2013 to March 31, 2014 Option Year 1	Firm annual price for the period: April 1, 2014 to March 31, 2015 Option Year 2	Firm annual price for the period: April 1, 2015 to March 31, 2016 Option Year 3	Firm annual price for the period: April 1, 2016 to March 31, 2017 Option Year 4
01	For the license to use the Licensed Software in accordance with the terms of the Contract.  [Note to Bidder: The Bidder must provide with its proposal a complete list of all software applications forming part of the Licensed Software, indicating as applicable, product names, version numbers, third party software, etc]	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A
02	For all Work for Implementation, including set-up, assistance with integration, installation and customization of proposed SIS Software Solution, in accordance with Section 1.6.1 of the SOW.	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A
03	Data migration (5,000 current records), indexing, load, and testing, up to and including successful	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A

	<b>completion of the System Acceptance test, in accordance with Section 1.6.1 of the SOW</b>  <b>NOTE: Being removed and moved to Table B, Options</b>								
04	For the provision of Training (System Administrator and Staff), on-site at the CCGC location, including training documentation, in accordance with Section 1.4 of the SOW [Note to Bidder: The Bidder must provide with its financial proposal a complete list of courses, indicating description, length and unit cost.]	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A
05	Software Maintenance and Support on the Licensed Software	Per year		\$Included for Year 1	\$ _____ (if not included for Year 1)	\$ _____	\$ _____	\$ _____	\$ _____

**Table B - List of Optional Deliverables/Services**

1.1 The Contractor shall be paid firm unit/lot prices and firm time rates for the Optional Deliverables/Services listed below, as detailed in Table B. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	FIRM UNIT/LOT PRICE	Firm annual price for the period: April 1, 2012 to March 31, 2013  Year 1	Firm annual price for the period: April 1, 2013 to March 31, 2014	Firm annual price for the period: April 1, 2014 to March 31, 2015	Firm annual price for the period: April 1, 2015 to March 31, 2016	Firm annual price for the period: April 1, 2016 to March 31, 2017



F7003-11R051/B

107x1

F7003-11R051

107x1F7003-11R051

						Option Year 1	Option Year 2	Option Year 3	Option Year 4
01	Test Database	Lot	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
02	<b>Additional Data Migration (not provided as per Item 03 of Table A, i.e. 1,000 current records), in accordance with Section 1.6.1 and 6.18 of the SOW. [Note to Bidder: For the purpose of bid evaluation only, the cost per 1,000 current records will be multiplied by 5 for each fiscal year.]</b>	Lot per 1000	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
03	Other applicable customization and special programming  [Note to Bidder: The Bidder must provide with its proposal a complete list of all customization and special programming applications, as applicable] [Note to Bidder: For the purpose of bid evaluation only, the cost per diem will be multiplied by 5 days for each fiscal year.]	Per Diem	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
04	Additional Training, refresher training per session [Note to Bidder: The Bidder must provide with its proposal a complete list of courses, indicating description,	Each	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

	length and unit cost.] [Note to Bidder: For the purpose of bid evaluation only, the cost per session will be multiplied by 5 sessions for each fiscal year.]								
05	Technical Support outside of regular business hours, e.g. For support or software upgrades during evenings and weekends. [Note to Bidder: For the purpose of bid evaluation only, the per hourly rate will be multiplied by 5 hours for each fiscal year.]	Per Hour	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
06	Optional 24/7 Maintenance and Support, in accordance with Section 1.5.3 of the SOW	Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Table C - Professional Services to be ordered by Task Authorization**

- For professional services as and when requested by Canada, in accordance with an approved Task Authorization (TA), Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked in accordance with the firm all-inclusive per diem rates set out below, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- Any authorized travel and living expenses incurred to perform any authorized Task Authorization, will be reimbursed in accordance with the terms of the Contract.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the per-diem rates bid below increase by more than 5% per year, or are, at Canada's sole discretion, considered unreasonably high.]

Item No.	Resource Description	Unit of Issue	Firm per diem rate for the period: April 1, 2012 to March 31, 2013  Year 1	Firm per diem rate for the period: April 1, 2013 to March 31, 2014  Option Year 1	Firm per diem rate for the period: April 1, 2014 to March 31, 2015  Option Year 2	Firm per diem rate for the period: April 1, 2015 to March 31, 2016  Option Year 3	Firm per diem rate for the period: April 1, 2016 to March 31, 2017  Option Year 4
01	For all Professional Services as and when	Per diem	\$ _____/day	\$ _____/day	\$ _____/day	\$ _____/day	\$ _____/day

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107xl

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

F7003-11R051

File No. - N° du dossier

107xlF7003-11R051

CCC No./N° CCC - FMS No/ N° VME

requested through Task Authorizations, including but not limited to Professional Services for configuration, data migration (not included in <del>Item 03 of Table A</del> or Item 02 of Table B)						
Note to Bidder: For the purpose of bid evaluation only, the per diem rate will be multiplied by 5 days for each Fiscal Year (Year 1 and Optional Years 1, 2, 3, 4)						

**Table D - Additional Cost Information (For Information Only)**

[Note to Bidder: The following price information is requested for information only. These line items and the prices will **not be used for evaluation**.

Item No.	Item Description	Available Yes/No	Current List Price
01	Consulting /Professional Services to revise CCGC workflow to optimize use of the Software to meet CCGC-specific needs		\$ ____/day
02	Other products that may be of interest to CCGC		\$ _____
03	Specify any additional costs (software, hardware or services) needed to support the additional products.		\$ _____
03	Other Additional Third Party Software [Note to Bidder: The Bidder must provide with its proposal a complete list of all Third Party Software applications, indicating as applicable, product names, version numbers, unit cost, etc]		\$ _____

**PART 7****ANNEX C****DELIVERY/MILESTONE SCHEDULE**

[Note to Bidder: The following is a Draft Delivery Schedule for the anticipated deliverables/services. This delivery schedule will be edited/changed/augmented based upon the Bidder's proposed delivery schedule. Bidders are to submit a complete delivery schedule with their proposal. ]

**Delivery Schedule of Deliverables/Services**

<b>Deliverables</b>	<b>Description</b>	<b>Requested Delivery Date</b>	<b>Bidder's Proposed Delivery Date</b>
<b>01</b>	Delivery of the Licensed Software and Software Maintenance and Support Services thereon.	Immediately following Contract Award	
<b>02</b>	Commencement of Implementation work on-site	Within <del>15</del> 5 days of Contract Award	
<b>03</b>	<del>Commencement of Data migration work</del>	<del>Within 15 days of Contract Award</del>	
<b>04</b>	Completion of Training	Prior to start of System Acceptance	
<b>05</b>	Final System Acceptance	Upon successful operation of the system according to the Contract (on or before 31 March 2012)	
<b>06</b>	Support and Maintenance Services for Year 1, including software upgrades and enhancements, to commence upon date of Final System Acceptance	1 April 2012	
<b>07</b>	OPTIONAL Support and Maintenance Services for Year 2, including software upgrades and enhancements, to commence upon expiry of Year 1	1 April 2013	
<b>08</b>	OPTIONAL Support and Maintenance Services for Year 3, including software upgrades and enhancements, to commence upon expiry of Year 2	1 April 2014	
<b>09</b>	OPTIONAL Support and Maintenance Services for Year 4, including software upgrades and enhancements, to commence upon expiry of Year 3	1 April 2015	
<b>10</b>	OPTIONAL Support and Maintenance Services for Year 5, including software upgrades and enhancements, to commence upon expiry of Year 4	1 April 2016	

**PART 7****ANNEX D****SOFTWARE LICENSE**

[Note to Bidder: The following articles of the Software License are Mandatory in their entirety. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses of this Software License is a mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.]

**1.0 Licensed Software**

[Note to Bidder: Prior to awarding a contract the Contracting Authority will list in the clause below the complete description(s)/name(s) of the Licensed Programs from the successful proposal.]

- 1.1 For clarity, but without restricting any other term or condition of this Contract, the Licensed Software includes the following Licensed Programs;

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

and, which includes any other software, including firmware, not specifically listed above but which is necessary for the proper functioning of the Licensed Programs on the applicable computer system(s).

**2.0 Supplemental General Conditions for Licensed Software**

- 2.1 The Licensed Software is licensed in accordance with Supplemental General Conditions 4003, (2010-01-11) Licensed Software, as amplified and/or modified by the terms and conditions of this Contract.

**3.0 License Grant**

- 3.1 The licensee of the Licensed Software provided under this Contract is Canada.
- 3.2 The Client is the Department of Fisheries and Oceans (DFO), Canadian Coast Guard College (CCGC).
- 3.3 "User" is a term used in this license as defined in the Supplemental General Conditions, 4003, (2008/12/12).
- 3.4 The Contractor grants to Canada, a single, non-exclusive, irrevocable, perpetual Entity License, for the Client to use and reproduce the Licensed Software in accordance with this Contract.
- 3.5 The license cannot be restricted or revised in any way by the Contractor providing any form of notice to the contrary.

**4.0 Terms of Use**

- 4.1 This license is an Entity License, as specified in Supplemental General Conditions, 4003, (2010-01-11) and includes the right for Canada to install, copy, deploy, test, and use the Licensed Software, which includes the rights:

- a) for an unlimited number of Users to use the Licensed Software;

- 
- b) use the Licensed Software to create or process an unlimited number of documents, transactions and data;
  - c) install and use the Licensed Software at any and all locations as may be required to meet the Client's needs from time to time, including off-site workplaces or work environments "in the field";
  - d) install and use the Licensed Software in home work environments; provided, however, that the Licensed Software used in home work environments is only used for the Client's business purposes;
  - e) install and use the Licensed Software on all computer systems owned, leased, or operated by the Client at the date of the Contract and any new computer systems acquired, leased or operated by the Client after the date of the Contract;
  - f) use the Licensed Software on as many server(s) or processor(s) as the Client chooses from time to time;
  - g) use the Licensed Software in conjunction with any number of computing Devices; a "Device" is any hardware or computer of any kind upon which software can be installed, deployed or used;
  - h) continue to use the Licensed Software notwithstanding any changes made to the Client's operating environment from time to time; changes to the Client's operating environment may include, but are not limited to, changes to the Client's operating system(s), applications, hardware, peripherals and devices; provided, however, that the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client to continue to use the Licensed Software in a different environment than the one(s) described in the Statement of Work (unless obliged to do so as part of the warranty or maintenance of the Licensed Software);
  - i) access the Licensed Software by way of a network, the Internet, 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 and Patrons have "universal access rights" (i.e., a right to access the Licensed Software 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 such other means as may become available from time to time;
  - j) use the Licensed Software regardless of the operating systems, software applications and Application Programming Interface(s) (APIs) the Client may be using from time to time; provided, however, that Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software;
  - k) obtain the Licensed Software from the Contractor on Canada's choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including CD-ROM, internet download, diskette, and such other media upon which the Contractor may distribute the Licensed Software from time to time);
  - l) create an unlimited number of copies of the Licensed Programs for backup or archival purposes;
  - m) create an unlimited number of copies of the Licensed Documentation for Canada's use;
  - n) use English and French versions of the Licensed Software (if available, these shall be the "Canadian English" and "Canadian French" versions);
  - o) use the Database Management System (DBMS) software included in the Licensed Software as part of the SIS solution only;

all without affecting the pricing contained in this Contract and without requiring Canada to obtain additional licenses or accept amended license terms for the Licensed Software.

- 4.2 This Contract contains the entire agreement between Canada and the Contractor in respect of Canada's right to use the Licensed Software.

## 5.0 Canada's Data

- 5.1 All data created or owned by Canada shall remain the property of Canada, regardless of whether such data is created using the Licensed Software, is processed using the Licensed Software or is stored using the Licensed Software. Should Canada wish, in future, to transfer its data to another system, the Contractor shall provide the extracted data in industry-standard formats at no charge to Canada.

## 6.0 Reorganization of Client

- 6.1 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 the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, and its dissolution, where that dissolution is followed by the creation of another entity or entities with similar mandates to the original Client.

## 7.0 Warranty

- 7.1 Notwithstanding article 15 - Warranty of 4003, the Contractor's warranty will commence upon the Final System Acceptance of the Licensed Software and will conclude one (1) year later.

## 8.0 Termination for Convenience of Software Maintenance and Support

- 8.1 Notwithstanding the Termination for Convenience provisions contained at Section 31 of 2030 – General Conditions – Higher Complexity – Goods, the parties agree that in the event of termination for the convenience of Canada of the services for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve (12) month year and a thirty (30) day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

File No. - N° du dossier

107xIF7003-11R051

Buyer ID - Id de l'acheteur

107x1

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

F7003-11R051

CCC No./N° CCC - FMS No/ N° VME

**PART 7****ANNEX E****TASK AUTHORIZATION FORM**

<b>1.0 TASK AUTHORIZATION</b>			
Contractor:		Contract No.:	
Financial Code:		GST Financial Code:	
Task Authorization No.:		Date:	
<b>2.0 SCOPE OF THE TASK AUTHORIZATION AND DELIVERABLE (as per Contract)</b>			
<b>3.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED</b>			
<b>4.0 PERIOD OF SERVICES</b>			
From: _____		To: _____	
<b>5.0 WORK LOCATIONS</b>			
<b>6.0 COST</b>			
Deliverables	Per Diem Rate	No. of Days to Perform the Task/Work	Total
		ESTIMATED TOTAL PRICE	
		GST/HST	
		TOTAL	
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall be incurred in accordance with the then-current Treasury Board guidelines. Invoices for Travel and Living costs of the Contractor's employees are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with on allowance for mark-up. Charges for air travel shall not exceed that for economy class.		ESTIMATED PRICE	
		GST/HST	
		TOTAL	
		GRAND TOTAL	
<b>7.0 TASK RECOMMENDED BY</b>			
Client Project Manager:			
Signature: _____		Date: _____	



Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107xl

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F7003-11R051

107xlF7003-11R051

Responsibility Centre: _____		
<b>8.0 AUTHORIZED SIGNING AUTHORITY</b>		
PWGSC Contracting Authority: _____	Signature: _____	Date: _____
<b>10.0 CONTRACTOR SIGNING AUTHORITY</b>		
<input type="checkbox"/> The Contractor <u>does not accept</u> the Task Authorization: <input checked="" type="checkbox"/> The Contractor hereby <u>accepts</u> the Task Authorization:		
Name and Title of Contractor Authorized Personnel to sign on behalf of the Contractor:		Date:

## PART 3

## ATTACHMENT 3.1

## BID SUBMISSION FORM

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 and Conditions 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)	
<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a)submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b)submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their proposal; if this information is not provided in the proposal, it must be provided upon request by the PWGSC Contracting Authority during evaluation.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p> <p>( ) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p> <p>( ) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p> <p>( ) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p> <p>( ) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107x1

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

F7003-11R051

File No. - N° du dossier

107x1F7003-11R051

CCC No./N° CCC - FMS No/ N° VME

<p>Number of FTEs [Bidders are requested to indicate (for all applicable Streams), the total number of full-time-equivalent positions in Canada that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire RFP including the documents incorporated by reference into the RFP and that:</p> <ul style="list-style-type: none"><li>a) The bidder considers itself and its products are able to meet all the mandatory requirements described in the bid solicitation;</li><li>b) This bid is valid for the period requested in the bid solicitation; and</li><li>c) If the bidder is issued a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ul>	
<p>Signature of Authorized Representative of Bidder</p>	

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107x1

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F7003-11R051

107x1F7003-11R051

## **PART 4**

### **ATTACHMENT 4.1**

#### **STATEMENT OF REQUIREMENTS BIDDER RESPONSE FORM**

The Mandatory and Rated Technical Requirements have been listed in their entirety in Part 4, Attachment 4.1, Statement of Requirements, Bidder Response Form. These Mandatory and Rated Technical Requirements have been listed in machine readable format with space for the Bidder Response. This Attachment 4.1, Mandatory and Rated Requirements, Bidder Response Form, shall be forwarded electronically under separate cover, **upon written request by the Bidder**, and the Bidder shall use this as a response form to be included in their written proposal.

**PART 4****ATTACHMENT 4.2****PEER REFERENCES  
(VALIDATION OF RATED REQUIREMENTS)**

**The following is a sample of questions that may be asked of References provided by the Bidder in response to this RFP:**

1. What SIS products have you purchased and installed? Specify modules and version. When did you install? Were you personally involved with the implementation? What SIS did you migrate from? [For information only]
2. Have you purchased any modules that you do not currently have installed? Why?
3. Bilingual requirements -- Do you have requirements for bilingual use (English/French), for public access? If so – how well does it work?
  - a) Is it available “off the shelf” fully translated, or is translation/customization required?
  - b) Are releases for both English and French versions of the software and documentation issued at the same time, or are there delays?
  - c) Do you have English/French linked equivalent records?
  - d) How does the vendor deal with any problems related to the bilingualism of the product?
4. System/Data Migration -- How well did this go? Comment on:
  - a) Overall efficiency and satisfaction with project management for Implementation
  - b) Did the vendor meet the agreed timetable?
  - c) Were there any major problems? How well were they dealt with by the vendor?
  - d) Were there any difficulties in data migration? How were these resolved?
5. Training – was the training sufficient and satisfactory?
6. Technical Support – has technical support been satisfactory, both during installation and ongoing?
7. System performance and security – has the system been reliable and consistently available, i.e. 98% +
  - a) Have there been any security issues – how effectively has the vendor acted to resolve them? Has the system performance been adequate?
  - b) Were the technical specifications/system configuration adequate for your requirements, including room for growth?
8. Customization -- How much effort and technical expertise is required on the part of the Client to customize and bring forward customization into new versions? Was this adequately explained by the vendor, and adequate training given?
9. Reports – how flexible is the reports tool, and how much effort and technical expertise is required to use it?
10. Development strategy and future direction – In your experience, has the vendor been active and progressive in researching and developing new products, adapting to new technologies and standards to keep their products up to date in the changing technology markets?
11. How accurate were the vendor's projected costs at the RFP stage vs. the actual costs? Were there any unanticipated additional costs? Was it a problem? Is there anything you would suggest that we should make sure we deal with at the contract stage? [For information purposes only]
12. What is your overall level of satisfaction with the system?

**PART 4****ATTACHMENT 4.3****DEMONSTRATION/CLARIFICATION MEETING  
SAMPLE SCRIPT**

This Appendix lists a sample of the areas that will be addressed during the Demonstration / Clarification Meeting. Bidders will be sent the final script that they will be asked to follow, ten (10) days prior to the demonstration.

Bidders will be asked to demonstrate an overview of the functions in each section, addressing the following specifics:

**[Note:** Where feasible, Bidders will be asked to demonstrate the proposed system's support for the requirements listed below. Where demonstration is not possible the evaluation team will discuss the requirements with the bidders.]

<b>Mandatory</b>	- Document Management: a view of your technical manuals
<b>System Requirements</b>	- Security Areas: Password protection - Firewall connections - Administrative rights to the system
<b>Bilingual (French/English)</b>	- Documentation must be in both official languages - Portals must be in both official languages
<b>GUI</b>	- Structure and clarity of the GUI - Ease of use and its capabilities - Users should have ability to switch to same screen in the other official language
<b>Reports</b>	- All modules will be tested for print out of reports - Ease of manipulation for users look and feel
<b>Training</b>	- Review of the syllabus and number of training days to achieve the training
<b>Technical Support</b>	- A review of your maintenance concept - Discussion of support set up
<b>Recruitment/Administration/ Registration</b>	- System check for: On-screen to-do list, tracking system, segmented mailing
<b>Data Inputting</b>	- Ease of carrying this process out
<b>Classroom and Boardroom Scheduling</b>	- Ease of creating a classroom booking - Multiple persons booking and their access levels
<b>Portals</b>	- Integration of portals for single sign-on - Custom functionality of the portals - Review of each portal requested

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107x1

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F7003-11R051

107x1F7003-11R051

---

**PART 5**

**ATTACHMENT 5.1**

**SOFTWARE PUBLISHER (SP) CERTIFICATION FORM**

**(To be used where the Bidder itself is the Software Publisher)**

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

**List of all Software Products**

---

---

---

---

---

---

---

---

**[Bidders should add or remove lines as needed]**

---

**Print Name and Title of the authorized signatory of Software Publisher**

---

**Date**

Solicitation No. - N° de l'invitation

F7003-11R051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

107x1

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F7003-11R051

107x1F7003-11R051

---

**PART 5**

**ATTACHMENT 5.2**

**SOFTWARE PUBLISHER (SP) AUTHORIZATION FORM**

**(To be used where the Bidder is not the Software Publisher)**

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

**This authorization applies to the following software products:**

---

---

---

---

---

---

**[Bidders should add or remove lines as needed]**

**Name of Software Publisher (SP)** \_\_\_\_\_

**Signature of authorized signatory of SP** \_\_\_\_\_

**Print Name of authorized signatory of SP** \_\_\_\_\_

**Print Title of authorized signatory of SP** \_\_\_\_\_

**Address for authorized signatory of SP** \_\_\_\_\_

**Telephone No. for authorized signatory of SP** \_\_\_\_\_

**Fax No. for authorized signatory of SP** \_\_\_\_\_

**Date signed** \_\_\_\_\_

**Solicitation Number** \_\_\_\_\_

**Name of Bidder** \_\_\_\_\_