

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

Title - Sujet VESSEL PLANNING & CREWING SOFTWARE	
Solicitation No. - N° de l'invitation F7055-120002/B	Date 2012-12-18
Client Reference No. - N° de référence du client F7055-120002	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-122-25226	
File No. - N° de dossier 122xl.F7055-120002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-28	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gabriel, Peter	Buyer Id - Id de l'acheteur 122xl
Telephone No. - N° de téléphone (819) 956-7566 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS 6TH FL 200 KENT ST OTTAWA Ontario K1A0E6 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

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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Del. Offered Liv. offerte
1	Vessel Planning and Crewing Software vendor and acquisition method to be confirmed	F7055	F7055	1	Each	\$	\$		See Herein

BID SOLICITATION

VESSEL PLANNING AND CREWING SOFTWARE

FOR

DEPARTMENT OF FISHERIES AND OCEANS CANADA

CANADIAN COAST GUARD FLEET DIRECTORATE

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Solicitation No. - N° de l'invitation

F7055-120002/B

Amd. No. - N° de la modif.

File No. - N° du dossier

122xIF7055-120002

Buyer ID - Id de l'acheteur

122x1

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

F7055-120002

CCC No./N° CCC - FMS No/ N° VME

7.26 Transition Services at end of Contract Period 35

List of Annexes and Appendixes to the Resulting Contract:

Appendix A Statement of Requirements which includes:
Part 1: Mandatory Technical Criteria;
Part 2: Point-Rated Technical criteria;

Appendix B Pricing Tables

Appendix C Task Authorization Form

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form
- Form 4 - Joint Venture Certification
- Form 5 - Substantiation of Technical Compliance Form

BID SOLICITATION
VESSEL PLANNING AND CREWING SOFTWARE
FOR
DEPARTMENT OF FISHERIES AND OCEANS CANADA
CANADIAN COAST GUARD FLEET DIRECTORATE

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements, the Pricing Tables and the Security Requirements Check List.

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of the Department of Fisheries and Oceans Canada (DFO) - Canadian Coast Guard Fleet Directorate (the "**Client**") for Vessel Planning and Crewing Planning Software. It may result in the award of a contract for 1 year, plus five (5) one-year irrevocable options allowing Canada to extend the term of the contract.

Canadian Coast Guard (CCG) wishes to solicit bids for the provision of a Commercial Off-the-Shelf computer application to replace the vessel planning functions of the current application (MariTime). The contract is expected to be initial year plus five one-year renewable option years for core product support. There will be a parallel project to determine the feasibility of integrating the human resource functionality into PeopleSoft therefore the inclusion of this functionality will not form part of the Statement of Requirements for this RFP. The suppliers will be asked to propose a solution requiring no more than 15% extension to meet unique CCG business rules and that those extensions will be maintained by CCG employees. The proposed supplier will be required to meet a variety of mandatory requirements both in terms of the operation and technical make up of the application but also with regard to the proposed

supplier's ability to show that they are a going concern and can reasonably demonstrate the ability to provide on-going support over the term of the contract and option years. Before a contract is awarded, the company must pass a "Proof of Proposal" where they will demonstrate that their proposed solution meets a randomly selected subset (to a maximum of three) of the mandatory requirements. The contract will be fixed price and delivered within 12 months of contract award. The contract will have a minimum of one "go - no go" points where senior management will assess the progress of the project and have the option of proceeding with the remainder of the project or exercise the option to cancel the project outright with no further financial obligation to the Crown. The CCG may also opt for an iterative deployment of the functionality over several years.

It is expected that the services provided under this requirement will be subject to both NAFTA and WTO-AGP trade agreements as well as a formal risk assessment of the procurement will be undertaken in advance of solicitation and PRC approval will be sought.

1.3 Communications Notification

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

1.4 Debriefings

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

1.5 Conflict of Interest

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider

itself to be in conflict of interest nor to have an unfair advantage.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) Standard Instructions - Goods or Services - Competitive Requirements 2003 (2010-08-16) 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.
- (d) Subsection 4.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
Delete: sixty (60) days
Insert: 150 days
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.
- (e) Subsection 17 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended by adding the following:
- (i) For the purposes of Section 11 (Vendor Performance), the term "Bidder" means the joint venture and each of its members;
 - (ii) If the joint venture does not have its own procurement business number, the procurement business number of the representative member of the joint venture will be used for any contract awarded;
 - (iii) Each member of the joint venture must meet any requirements relating to employment equity and the former public servant certification requirement described in Part 5; and
 - (iv) For any requirements in the bid solicitation relating to security clearance and/or controlled goods, each of the members of the joint venture must meet the requirements.

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation, the address of which is:
Bid Receiving - PWGSC
11 Laurier St.
Place du Portage, Phase III
Core 0A1
Gatineau, Quebec
K1A 0S5
- (b) Bids must not be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

- (c) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.

2.3 Applicable Laws

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

Note to Bidders: *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than ten calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.
- (c) Bidders should make enquiries as early as possible and should not make assumptions regarding the nature of the requirements of this bid 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 bid solicitation in their bids will be disqualified.

2.5 Improvement of Requirement During Solicitation Period

- (a) Should bidders consider that the specifications or Statement of Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

- (a) Canada has determined that any intellectual property arising from the performance of the Work under the Contract will belong to Canada, on the following grounds:
- (i) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) Bidders must provide copies of their bid and in separately bound sections as follows:
- (i) Section I: Technical Bid (2 hard copies & 1 soft copy on either CD or DVD or USB)
 - (ii) Section II: Financial Bid (2 hard copies & 1 soft copy on either CD or DVD or USB)
 - (iii) Section III: Certifications (1 hard copy)
- (b) In addition to the number of copies required in (i) and (ii) above, Bidders should also provide 2 additional hard copies and 1 soft copy in PDF format of the Technical Bid.
- (c) If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- (d) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (e) Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the bid solicitation;
 - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - (iv) include a table of contents.
- (f) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same Bidder, where inconsistencies are noted among multiple bids submitted by the same Bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(b) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security, Financial & Other Requirements:** Security and Financial required by Part 6 of the bid solicitation.
- (iii) **1 Complete Commercially Released Copy of the Proposed Software,** including the applicable documentation, media and support material to be used during the evaluation process by the Technical Evaluation Team. All proposed software components, including French and English components where required, must be provided with the Bidder's proposal. Only software that is commercially available and is included in the Bidder's proposal at the time of bid closing will be considered and will be used for the Proof of Proposal testing described in the RFP. **One (1) additional complete commercially released copy** of the proposed software, including the applicable documentation, media and support material should also be provided with the proposal and will be kept with the PWGSC Contracting Authority.

No software will be accepted after the RFP closing date and time. If software required to validate any mandatory requirements is missing, the proposal will be considered non-responsive. Each Bidder must be aware that reference to a URL that requires Canada to download software from an Internet site will not be accepted and will render the proposal non-responsive if provided instead of a copy of the software.

- (iv) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed software solution with the specific articles of Appendix A (Statement of Requirement) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (v) **Training Plan:** The Bidder must provide an outline of its proposed draft training plan, which must demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in Appendix A (Statement of Requirement). The training plan must include, at a minimum a description of the course materials that will be provided to participants, and the duration of the training
- (vi) **Implementation Plan:** The Bidder must include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the

mandatory requirements for implementation described in Appendix A (Statement of Requirement).

- (vii) **Description of the Bidder's Maintenance and Support Services:** The Bidder must include a description of its maintenance and support services for software, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Requirement. At a minimum, the Bidder must describe its:

- (A) Problem reporting and response procedures;
- (B) Escalation procedures;
- (C) On-site support availability; and
- (D) Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.

- (viii) **Customer Reference Contact Information:** The Bidder must provide 1 customer references who must each confirm, when requested by PWGSC, that they are using the Proposed Software Solution for at least 12 months and was still using it at the bid closing date. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
- (ix) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- (x) **Software Knowledge Transfer Plan:** The Bidder should describe its proposed Knowledge Transfer Plan, which must demonstrate that the Bidder's plan meets all the mandatory requirements for the Knowledge Transfer Plan described in the Statement of Requirement.
- (xi) **Software Release Strategy:** The Bidder should include a proposed Release Strategy, which must demonstrate that the Bidder's Release Strategy meets all the mandatory requirements for handling releases described in the Statement of Requirement.
- (xii) **Solution System Architecture:** The Bidder must include an overview of the proposed Software Solution's technical architecture.
- (xiii) **Description of Evolution of Software Solution:** The Bidder is requested to describe when and how the proposed Software Solution was conceived and how it has evolved, with the accomplishments of each release. This is requested for information purposes only and will not be evaluated.

3.3 Section II: Financial Bid

The financial bid consists of the following:

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables in Appendix B. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.
- (b) **Variation in Professional Services Resource Rates from Year to Year:** If the Contractor proposes different rates for resources for different years of the resulting contract, including option years, the difference from one year to the following year must be no more than 2.5% or Consumer Price Index, whichever is lower.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the

requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **Pricing Tables including Embedded Formulae:** If the pricing tables provided to bidders include formulae or other programming, even though bidders must use these forms to submit their bids, PWGSC may re-enter the data from the Bidder's submitted form into a fresh form, if PWGSC is concerned that the formulae or other programming may no longer be intact or functioning properly.
- (f) SACC Manual clause C3011T(2008-05-12) **Exchange Rate Fluctuation:** The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART - 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, 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.
- (b) 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.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (d) The Evaluation Process and Contractor Selection is subdivided into 5 steps:
- (i) Mandatory Technical Criteria
 - (ii) Point rated Technical Criteria
 - (iii) Financial Evaluation;
 - (iv) Ranking of the Bidders;
 - (v) Proof of Proposal (PoP) Test of the Mandatory criteria on the top ranked proposal;
 - (vi) Contractor Recommendation.

4.2 Technical Evaluation - Mandatory Technical Criteria:

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (ii) Any bid that does not meet the mandatory requirements of the bid solicitation will receive no further consideration.
- (iii) The technical and functional mandatory requirements that is a part of the technical bid response are described in the Statement of Requirement (SOR) - Appendix A Part 1.

4.3 Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Statement of Requirement (SOR) Appendix A Part 2.

To be considered responsive, a bid must meet or exceed the minimum overall pass mark of 65% . In each of the three categories of the rated criteria (Corporate Experience, Approach and

Resourcing) and then selection will be based on best value (dollar per point) of the compliant bidders. Any Bid not meeting this overall minimum passing mark will be deemed non-responsive.

4.4 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Assessed Price using the Pricing Tables completed by the bidders, in accordance with the pricing tables provided in Appendix B - Basis of Payment.

4.5 Ranking of Bidders

Price is given a rating value which is included in the total calculation of the bid. 40% of the points will be awarded to the technical bid and 60% of the points will be awarded to the financial bid.

To complete this calculation the following formula is used:

$\frac{\text{Score to the rated requirements of the bid}}{\text{Maximum score possible}} \times 40\% = \text{Total 1}$

$\frac{\text{Lowest Total Assessed Price}}{\text{Total Assessed Price of the bid}} \times 60\% = \text{Total 2}$

(Total 1) + (Total 2) = Combined Rating of Technical Merit and Price

The top-ranked responsive bid will be determined based on the proposal which has met all mandatory criteria, has met or exceeded the required minimum pass marks of the rated requirements and offers the **Highest Responsive Combined Rating of Technical Merit and Price** as calculated above.

4.6 Proof of Proposal Test for Top-Ranked Bid:

- (i) Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in the SOR. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in the SOR, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in the SOR (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.
- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 5 working days to start the installation of the proposed solution. The installation must be completed and functional within 2 working days of the Bidder starting the installation (7.5 hrs/day) Canada will then conduct the PoP test. Representatives of the Bidder must be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it should be completed within 1 to 2 days. The PWGSC Contracting Authority has the right to modify these time limits if required.
- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not

validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test.

- (iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (v) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

4.7 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory general and technical evaluation criteria to be declared responsive. The responsive bid with the **Highest Responsive Combined Rating of Technical Merit and Price** will be recommended for award of a contract.
- (b) 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. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (c) The Evaluation performed by Canada will comprise the following:(see Appendix B Table 2)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify 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.

Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.1 Federal Contractors Program for Employment Equity - Certification

- (a) 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.
- (b) 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 Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?ap=p=profile&form=lab1168&dept=sc&lang=e>
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP-EE, because it has a workforce of fewer than 100 permanent full or part-time employees in Canada;
 - (ii) not subject to FCP-EE, because it is a regulated employer under the *Employment Equity Act*;
 - (iii) 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 it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or

- (iv) subject to FCP-EE, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/eng/lp/lo/lswewe/programs/fcp/suppliers/overview.shtml>

Note to Bidders: Bidders are requested to use the Bid Submission Form to provide information about their status under this program.

5.2 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
 - (i) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made up of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (ii) **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.
 - (iii) **"pension"** means a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36, as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

5.3 Status and Availability of Resources

- (a) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives at the time specified in the bid solicitation or agreed to with Canada's representatives. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.
- (b) If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies (by submitting a bid) that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, if requested by the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

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

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

5.5 Bid-Rigging

In this Article, "bid-rigging" has the same meaning as in the *Competition Act*, R.S. 1985, c. C-34. By submitting a bid, the Bidder certifies that it has not engaged in any bid-rigging activities in relation to the preparation of its bid. PWGSC will declare a bid non-responsive if it determines that there is sufficient evidence to conclude, acting reasonably based on the balance of probabilities, that a bidder has engaged in bid-rigging.

5.6 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation (see the Table of Contents). Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an

alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

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

5.7 Joint Venture Certification - Form 4

The Bidder is required to submit the Joint Venture Certification as part of its proposal, provided in Form 4, if the bidding entity is a joint venture in accordance with the following:

- (a) Definition of Joint Venture: For the purposes of this solicitation, a joint venture is defined as an association of two or more parties who combine their money, property, knowledge, or other resources in a single joint business enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:
- (i) the incorporated joint venture;
 - (ii) the partnership venture;
 - (iii) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate Designation.
- (b) The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:
- (i) The relationship between a prime contractor who submits a bid and the subcontractors it proposes to use to perform some of the work, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
 - (ii) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose;
 - (iii) The relationship between shareholders of a corporation; or
 - (iv) The relationship between partners in a partnership (including a partnership that is a limited partnership or a limited liability partnership).
- (c) Liability of Joint Venturers under any Resulting Contract: If a contract is awarded to a joint venture, all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the Contract

5.8 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.9 Certifications Required with the Bid at Bid Closing

Bidders must submit, at bid closing, the following duly completed certifications as part of their bid.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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 may be required to be escorted at all times.

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2007-11-30) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the financial capability requirements.

PART 3 -

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses 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 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.

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the license to use the Licensed Software described in the Contract;
 - (ii) one-time installation and implementation of the Licensed Software described in the Contract;
 - (iii) providing the Software Documentation;
 - (iv) providing maintenance and support for the Licensed Software during the Software Support Period;
 - (v) providing any professional services, as and when requested by Canada;
 - (vi) providing training, as and when requested by Canada.
- (b) **Client:** Under the Contract, the "**Client**" is **Department of Fisheries and Oceans Canada - Canadian Coast Guard Fleet Directorate**.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- (c) Canada has the option to: renew existing maintenance, buy additional software and maintenance, professional services and training.

7.3 Task Authorization

- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Task Authorization ("TA").
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 10 working days of the request.
- (c) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within
- (d) **Authority to Issue a TA:** Any TA with a value less than or equal to \$_____ (including GST/HST) may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue TAs at any time.
- (e) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a brief statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;
 - (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) any other constraints that might affect the completion of the task.
- (f) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2030 (2010-10-07), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2010-10-07), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2010-10-07), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

7.5 Contract Period

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

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year(s) later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.6 Delivery Date

All the deliverables (including one-time installation, implementation and any required training) must be received and completed on or before 45 working days of Contract Award.

7.7 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Peter Gabriel

Title: Supply Specialist Public Works and Government Services Canada

Acquisitions Branch (STAMS) - (SSSPD),

Place Du Portage, Phase III, 4C1

11 Laurier Street

Gatineau, Quebec

K1A0S5

Solicitation No. - N° de l'invitation F7055-120002	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 122x1	Client Ref. No. - N° de réf. du
Client File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME		

Telephone: 819-956-7566
 Facsimile: 819-953-3703
 E-mail address: peter.gabriel@tpsgc-pwgsc.gc.ca

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

(b) **Technical Authority**

The Technical Authority for the Contract is:

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

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

(c) **Contractor's Representative**

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

7.8 Payment

(a) **Basis of Payment**

- (i) **Licensed Software:** For the Client to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Appendix B of the Pricing Tables, FOB destination, including all customs duties, GST/HST extra, payable upon acceptance of the software. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor annually, in advance, the firm price(s) set out in Appendix B of the Pricing Tables, FOB destination, including all customs duties, GST/HST extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year).

- (iii) **Optional Additional Software Licenses:** For additional licenses for additional Client Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price set out in Appendix B of the Pricing Tables, FOB destination, including all customs duties, GST/HST extra.
- (iv) **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor in advance the firm annual price set out in Appendix B of the Pricing Tables, FOB destination, including all customs duties, GST/HST extra.
- *For Maintenance and Support on additional Software Licenses: In order to provide for a common termination date for the Maintenance and Support, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance and Support termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance and Support, the full amount will apply on the existing Licensed Software.*
- (v) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Appendix C, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (vi) **Training provided under a Task Authorization:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per session set out in Appendix B, upon completion of the course, GST/HST extra.
- (vii) **Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for pre-authorized reasonable and proper travel and living expenses incurred to perform the Work, outside the National Capital Region, 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. All travel must have the prior authorization of the Contracting Authority. All payments are subject to government audit. The Contractor will not be able to charge for time spent travelling at the rates set out in the Contract.
- (viii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (ix) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.
- (x) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to

purchase specific amounts or values of goods or services are described elsewhere in the Contract.

(b) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - (A) it is 75 percent committed, or
 - (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(c) **Method of Payment - Multiple Payments**

- (i) H1001C (21010-10-07), Multiple Payments

(d) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization issued under the Contract that contains a maximum price:

- (i) 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.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all 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.

(e) **Method of Payment - Advance Payment**

- (i) Canada will pay the Contractor in advance for the software maintenance and support services if:
 - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (B) All such documents have been verified by Canada.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(f) Price Protection - Most Favoured Customer

- (i) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- (ii) The Contractor also agrees that, if after the date of the Contract it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- (iii) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- (iv) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).
- (v) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- (vi) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- (vii) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

(g) No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.9 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.

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

7.10 Certifications

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

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4003 (2010-10-07)
 - (ii) 4004 (2010-10-07)
- (c) general conditions 2030 (2010-10-07);
- (d) Appendix A, Statement of Requirement;
- (e) Appendix B, Pricing Tables
- (f) the signed Task Authorizations Appendix C
- (g) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Foreign Nationals (Canadian Contractor)

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

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

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7.14 Foreign Nationals (Foreign Contractor)

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

7.15 Insurance Requirements

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

7.16 Joint Venture Contractor

Remark to Contracting Authority: *At the time of award, delete this clause if the Contractor is not a joint venture. If the Contractor is a joint venture, fill in the necessary information. Officers should add to sub-article (f) if there are specific provisions that apply to each of the members, rather than to the JV contractor as a whole. If you are awarding a contract to a joint venture contractor, you should consider having the contract signed by all the members of the JV, by adding signature blocks.*

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.17 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:
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	_____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	Commercial off the Shelf License
Number of Users Licensed	
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Appendix B ____ on the same terms and conditions as the initial User licenses granted under the Contract [including for additional Clients within the scope of the Contract]. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	As specified in contract.
Installation Site	As specified in contract.
Media on which Licensed Software must be Delivered	As specified in contract.

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

7.18 Licensed Software Maintenance and Support

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

Licensed Programs	The Licensed Programs to be supported and maintained are: _____.
Software Support Period	Same as Contract Period.
	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will

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Software Support Period when Additional Licenses added during Contract Period	apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 5 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Appendix B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Hours for Providing Support Services	The Contractor's personnel must be available from ____ a.m. until ____ p.m., local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required.
Contractor must provide On-site Support Services	Yes
Contractor must provide Swift Action Tactical (SWAT) services	Yes
Contractor must install Software Error corrections and Maintenance Releases and upgrades	Yes
Contractor must keep track of software releases for the purpose of configuration control	Yes
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. <i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

- (b) **Option to Add Other Clients for Maintenance and Support Only:** The Contractor grants to Canada the option to extend the maintenance and support services for the Licensed Software to

other Government of Canada users who are already licensed to use the Licensed Software under another contract, but who require maintenance and support services for that Licensed Software, at the price set out in the Basis of Payment. This option applies to any users within any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada described in the *Financial Administration Act*, as amended from time to time, or any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

7.19 Training

- (a) The Contractor must provide classroom hands-on training on the software products that form part of the Software on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
- (b) Canada may issue a Task Authorization whenever it has people who require training.
- (c) The training must be available within 15 working days of the Task Authorization being issued.
- (d) The training, including both the instruction and the course materials, must be provided in English, and French, if required.
- (e) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.

7.20 Professional Services

- (a) The Contractor must provide, as and when requested by Canada using a Task Authorization, professional services relating to the design, integration, configuration, customization, implementation, and deployment of the Software Solution in various areas of expertise, including:
 - (i) designing, planning, engineering and customization services in support of the implementation and deployment of the software solution;
 - (ii) installation, configuration and troubleshooting of the software solution; and
 - (iii) designing, planning, engineering and implementing solutions in support of the migration of an existing backup and recovery software system to the software solution.
- (b) In order to be able to provide these professional services on request, the Contractor must have available a team of experts, including individuals in all of the following categories:
 - (i) Backup Specialist;
 - (ii) Migration Specialist; and
 - (iii) Installation and Configuration Specialist.
- (c) Once a requirement for a resource is identified by Canada (including any resources required under the Contract to be available immediately following award or once a task authorization is issued), the Contractor must make the resource available to Canada within 15 working days. This obligation applies despite any changes that Canada may have made to the hardware, software or any other aspect of the Client's operating environment.
- (d) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Personnel"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).

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- (e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.21 Liability of Canada for Personal Injury

Except to the extent that Canada causes them, Canada is not responsible for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Contractor or any employee, agent or representative of the Contractor caused or alleged to be caused as a result of performing the Contract. The Contractor agrees not to make any such claims and to fully protect and indemnify Canada from any such claims made by third parties.

7.22 Safeguarding Electronic Media

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

7.23 Reporting Requirements

The Contractor must provide the following reports to the Contracting Authority at the following times:

- (a) A list of all existing supplies of the Licensed Software owned by the Client. Such list must indicate (1) the name of the Client Representative, (2) the software product(s) name and its part number, (3) the quantity of licenses, (4) the maintenance and support services expiry date (if still valid) and (5) the contract number.
- (b) The Contractor will have 30 working days (or a longer period if specified in writing by the Contracting Authority) to provide the reports.

7.24 Representations and Warranties

The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.25 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to

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make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.26 Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to 6 months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

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APPENDIX “A”

STATEMENT OF REQUIREMENT (SOR)

This Statement of Requirements identifies the terminology, background context, key business activities, required tasks and activities related to transition and implementation, types of Users and the high level functional requirements of the required solution.

1.0 Objective of the Requirement:

DFO requires a bilingual commercial off-the-shelf (COTS) Software Solution to provide the Canadian Coast Guard (CCG) with a national, industry-standard, best-of-breed maritime vessel planning and scheduling personnel package that would replace the aging custom-built legacy application (MariTime).

The Software Solution is required to include:

- 1.) Licensed software that is licensed on a perpetual basis;
- 2.) Warranty;
- 3.) Maintenance and support services;
- 4.) Professional services for the fixed price detailed architectural design and analysis;
- 5.) Professional services for the extension of the product for CCG business requirements; and,
- 6.) Knowledge transfer and training.

2.0 Terminology:

Within the Statement of Requirements the following terms will have the meaning as ascribed in the table below:

Term	Meaning
Ancillary (child) vessel	Vessel registered to, housed on, and deployed from the parent vessel. These are used as an extension of the parent vessel to accomplish various tasks associated to the operations at hand
CCG	Canadian Coast Guard
Cost estimation (forecasting) model	A tool used to approximate the accumulated costs of accomplishing a particular vessel tasking within given parameters including, but not limited to, fuel consumption, crewing, weather conditions, season, and ice conditions based on an attribution matrix for weighting of vessel costs.
Deadlock	A situation which occurs when a process enters a waiting state because a resource requested by it is being held by another waiting process, which in turn is waiting for another resource. If a process is unable to change its state indefinitely because the resources requested by it are being used by another waiting process, then the system is said to be in a deadlock.
Fleet service levels	An agreement between the Canadian Coast Guard and their client or clients to perform or provide a service. It will typically outlines the client's requirements, the cost, and the terms of payment, if applicable.
Fuel consumption	The price per litre of daily usage (5 yr. avg.) of fuel for a given vessel, aircraft and/or a particular tasked operation and/or time frame (day).
Hotline	A single toll-free telephone number 'hotline' that can call for assistance with problems.
Level 1 support	This is the initial support level responsible for basic customer issues. Level One Support typically addresses straightforward and simple problems. This includes troubleshooting methods such as verifying physical layer issues, resolving username and password problems, uninstalling/reinstalling basic software applications, verification of proper hardware and software set up, and assistance with navigating around application menus.

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Level 2 support	A more in-depth technical support level than Level One Support whereby issues determined to be complex or requiring a deeper knowledge of system functionality that are elevated from Level One Support. This level would include issue validation, advanced troubleshooting and analysis, software repair and diagnostic testing.
Level 3 support	The highest level of support for handling the most difficult or advanced problems involving expert level troubleshooting and analysis methods. Issues would be elevated from Level Two Support in the event that a reported issue is new, or if Level Two Support fails to remedy the situation. Level Three Support would involve research and development of solutions to new or unknown issues.
Multi-tasked	At any given time or as part of a single voyage, a vessel may perform tasks for more than one client simultaneously.
NM	Nautical Miles
Operational days	"Operational days" refers to time measured in "non-weighted operational days" or "elapsed days." Elapsed days are defined as the total number of days requested by and delivered to individual clients. Because assets may be engaged in overlapping and/or successive activities for different programs, it is possible to record more than 24 hours in any given day. However, the total time recorded in one day should exceed 24 hours only when a vessel is multitasked with one or more programs
Parent Vessel	The main registered vessel owned and tasked for operations by the Canadian Coast Guard
Regulated	In the context of this requirement, regulated means that the operation of a vessel or assigning of crew must meet specific government legislation or operational policies such as those of Transport Canada or Environment Canada or their equivalent for the jurisdiction in which the Software Solution is in use.
SAR	Search and Rescue – typically in reference to the program or the vessels used for Search and Rescue such as SAR Lifeboat.
Skillset demand	Criteria an individual must meet in order to complete the tasked operation, be deployed on a type of vessel or operate vessel equipment.
Skillset inventory	A list of competence, education, certification and medical status of individual employees.
Supernumeraries	Passengers that are not active members of the crew for a particular mission or voyage.
Vessel Capability	The configuration of a particular vessel as it relates to its ability to perform certain tasks such as icebreaking.
Vessel Capacity	The ability to meet client demand with the appropriate crewed vessel at the appropriate time.

3.0 Key Business Functions:

The key business functions of the planning solution are:

3.1 *Fleet Scheduling and Planning*

On an annual basis, Canadian Coast Guard planners in Headquarters (HQ) and the regions analyze, plan and cost fleet deployments based on client demand and CCG capacity. HQ planners also manage a 5-year long term plan in order to manage multi-year planning.

3.2 *Resource Allocation and Tracking*

CCG requires a planning tool that will allow fleet planners in HQ and the regions to analyze, plan and give cost estimates for fleet deployments based on client demand and CCG capacity. Once an optimal national schedule for the fleet is established, the plan would be locked down as the fixed Fleet Operations

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Plan. The tool would also be used throughout the year in terms of developing and maintaining a “living plan”. This “living plan” is used to address changes in client demand or vessel readiness and to find alternatives to meet client demands. It must also ensure that any changes do not adversely affect other previously planned commitments of the fleet.

The tool will include planning for vessel usage and deployment based on vessel capacity and capability as it relates to program demand. The tool must also have a standard cost forecasting capability that will allow planners to know and advise clients of the potential costs of their initial planned vessel usage as well as impacts to the costs as plans change. Both the fixed plan and the “living plan” will also be used as sources of information when reporting against various program measures as they relate to Fleet Operational Readiness including “planned” vs. “capacity” and “planned” vs. “delivered”.

3.3 Crew Management

CCG has established crewing profiles for each class of vessel based on a variety of government regulations and internal operating policies. These profiles indicate the number of crew required and the group and level, certification, training, skills, and familiarization requirements of each position.. As such, the second phase of the process is to ensure the vessel is crewed with the appropriate people. In that CCG must follow all of the same standards and regulations that any other private vessel must adhere to, as noted above, ships’ crew and ships’ officers require certain training and certification depending on their role and the vessel on which they work. Some certificates can also expire if the individual does not perform duties related to the certificate for a pre-defined minimum amount of time. The planning tool must take into account the currency of the personnel’s certifications and training as well as frequency of assignments. The solution must indicate where a certificate may be due to expire (or has expired) and take this into account when providing suggested crew options to the planners. As part of the crewing process, the crewing officers must know which crew members are available for a particular mission; therefore, the planning tool will track each CCG crew member in terms of such things as: current level; availability; CCG certificates or alternates; and valid medical certificate. At a technical level, in as much as some of this information is deemed Protected B, the appropriate security will be required not only at the access level but also at the data level.

As an example, the tool must know that a crew member cannot be assigned to a particular vessel for a particular mission because he or she is either already assigned to another vessel for part or all of the mission being planned; does not have the appropriate certificates for a particular vessel, a valid medical, proper training or skills, including familiarization of that vessel; or is on pre-approved leave. The tool will also incorporate the salary and overtime costs into the costing estimation model as each crew member is assigned based on the crewing posture of each vessel.

4.0 Required Tasks and Activities related to Transition and Implementation:

The CCG has a high level business requirement but is expecting that there will be a need for the Contractor to complete a detailed architectural design and analysis and to therefore extend its product by approximately 20% of the overall functionality of its product to implement CCG-specific business rules. As a result, it is expected that in the first 12 months of the Contract the Contractor will provide professional services to complete the architectural design of the business, information and technical components of the solution; configure the extension of its existing product using a software development kit (SDK); identify capacity and performance demands of the COTS solution; load historical data into the Software Solution; install and implement the Software Solution in CCG to meet the CCG’s business requirements; transfer technical knowledge through formal sessions and documentation to CCG’s system administrators; and provide training to both users and the CCG technical resources who will provide level one support on the Software Solution to CCG users. The CCG will be solely responsible for on-going maintenance of CCG-specific extensions.

5.0 Background Context:

5.1 Canadian Coast Guard

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Under Fisheries and Oceans Canada's (DFO) program activity architecture, the Operations directorate falls under the Fleet Operational Readiness program activity. As the department's largest program, Fleet Operational Readiness is divided into three subprograms: Fleet Operational Capability, Fleet Maintenance and Fleet Procurement. Fleet's responsibilities and mandate are directed by the Fleet Operational Capability subprogram.

Operations itself is not the governmental authority for any on-water programs. Rather, it serves as a mechanism for the delivery of Coast Guard and Government of Canada's (GOC's) on-water mandate. Its operations are therefore 100-percent "client focused" and are directly linked to their requirements.

Operations's main responsibilities include:

- coordinating, monitoring and reporting on national Fleet service delivery and budget;
- identifying mission and operational requirements for current and future vessels, and establishing the associated directives, policies and activities in support of Fleet operations, including monitoring;
- establishing policies, ensuring continuous improvement, and monitoring performance; and,
- human resources (HR) planning and professional development for seagoing personnel, certification, recruitment, retention, collective bargaining, union and operational human resources management issues.

Through its service to Canada's commercial fishing, maritime transportation, shipping and tourism industries as well as to Canada's recreational boaters, the Canadian Coast Guard's fleet of red and white ships, helicopters and air cushion vehicles is an iconic symbol of maritime safety and of the sovereignty of Canadian waters. Twenty-four hours a day, 365 days a year, Coast Guard is ready to serve across Canada's three oceans, the St. Lawrence Seaway, the Great Lakes and other inland waterways, and under some of the harshest weather conditions.

On an average day, Operations delivers services on behalf of Coast Guard and many other government departments and agencies.

On any given day, Operations provides the vessels and crews that:

- save 10 lives;
- assist 58 people in 26 search and rescue cases;
- service 55 aids to navigation;
- assist with the management of 2,325 commercial ship movements;
- escort four commercial ships through ice during the ice season;
- carry out 11 fisheries patrols;
- support three hydrographic missions;
- support eight scientific surveys;
- deal with three reported pollution events; and
- survey five kilometres of navigation channel bottom.

5.2 Program Delivery

Operations provides the platform and delivers Coast Guard programs. These programs are: Search and Rescue, Environmental Response, Marine Communications and Traffic Services, Aids to Navigation, Icebreaking Services, and Waterways Management.

Operations also supports its Fisheries and Oceans Canada (DFO) clients, which include the Ecosystems and Fisheries Management, specifically Fisheries Management as well as Conservation and Protection, and the Ecosystems and Oceans Science (formerly known as Fisheries and Oceans At-Sea Science) sectors. Finally, as the federal government's only civilian fleet, Coast Guard vessels provide on-water support for the mandates of other government departments and agencies. Among these organizations are: the Royal Canadian Mounted Police, the Department of National Defence, Public Safety Canada,

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Canada Border Services Agency, Transport Canada, Environment Canada, Natural Resources Canada and many more.

Each year, a significant amount of work is put into the creation of the Integrated Fleet Operations Plan. This Plan represents the backbone of CCG's operations and on-water program delivery. Its creation involves consultation with Operations' clients, both internal and external to DFO, in order to determine demand for vessel and helicopter support in the execution of programs at sea. Based on available resources and client requirements, a schedule of planned operational days is allocated to each client and is agreed upon by both parties.

5.3 Effective Delivery

Effectiveness is a concept used to assess the extent to which an organization is meeting its expected results. Fleet has developed various measures to evaluate its effectiveness, including the comparison of services planned against services delivered, as well as operational delays.

By comparing the actual services delivered with what was originally planned, Operations is able to measure the performance of service delivery. Where actual services delivered exceed 100 percent, it means either the demand was higher than expected or unforeseen events required more days to be delivered. Values under 100 percent indicate that Operations under-delivered relative to the plan; potential causes include vessel unavailability due to breakdowns and unforeseen events, such as being diverted to Search and Rescue responsibilities that prevent the delivery of services as planned.

5.4 Efficient Delivery

The Coast Guard fleet, as a whole, operates 24 hours a day, 365 days a year. However, each individual vessel rarely operates at that capacity because of various factors such as planned maintenance, vessel breakdown, crew change or lack of program demand. Operations is always focusing on maximizing the number of days their ships are assigned to clients by delivering services in an efficient manner. Efficiency is about how well Operations uses its time and resources to deliver services. It uses vessel availability and multi-tasking as performance indicators to determine how efficiently services are delivered.

5.5 Vessel Availability

At any given time, a vessel may be available or unavailable for operations. When a vessel is available, it can be assigned to a client, multi-tasked, engaged in administrative or other tasks such as community and visitor relation activities, or simply unassigned. A vessel may be unavailable due to winterization, laid up due to lack of funds or undergoing extended refit or maintenance.

5.6 Integrated Fleet Operations Plan

The Integrated Fleet Operations Plan is an annually published document that represents an important milestone in the operational and financial planning process. It involves consultations with Operations clients, both internal and external to DFO, in order to determine their need for Coast Guard vessel and helicopter support in the execution of their programs at sea. It also requires many inputs such as business plans, financial budget allocations, service level agreements or memoranda of understanding, client level-of-service expectations, priority-setting exercises and integrated investment plans.

5.7 Fleet Assets

Operations is responsible for the provision of safe, reliable and operational ships, air cushion vehicles and helicopters with competent, professional crews to respond to the on-water requirements of Coast Guard and DFO as well as other government departments and agencies. In order to maintain the capacity to provide service 24 hours per day, 365 days a year, as of April 1, 2012 the fleet was composed of 116 vessels, including four air cushion vehicles, plus 22 helicopters which can fluctuate year to year.

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5.8 Vessel Classes

5.8.1 Polar Icebreaker (future)

- A very large multitasked icebreaker (approx. 140 metres in length), capable of sustained operations in the Arctic Archipelago over three seasons per year.
- Accommodations with 60 CCG berths, 40 supernumerary berths, and a surge capacity for 25 others.
- Has a large cargo carrying capacity; a helicopter hangar that will accommodate two CCG helicopters; and multiple utility craft.
- Has the capacity to over-winter in the Arctic.
- Has the capacity to deliver a large suite of Government of Canada programs.

5.8.2 Heavy Icebreaker

- A very large multitasked icebreaker (approx. 130 metres in length), capable of sustained operations in the Arctic Archipelago over two seasons per year and for escort operations in the Gulf of St. Lawrence and East Coast of Newfoundland.
- Accommodations with 45 CCG berths and 40 supernumerary berths.
- Has a large cargo carrying capacity; a helicopter hangar that will accommodate a CCG helicopter; and multiple utility craft.

5.8.3 Medium Icebreaker

- A large icebreaker (approx. 100 metres in length) capable of sustained icebreaking and escort operations in the Arctic archipelago over two seasons per year, the Great Lakes, River and Gulf of St. Lawrence and Atlantic Coast in winter.
- Accommodations with 32 CCG berths and 25 supernumerary berths (has lifesaving equipment capacity for 62).
- Has a cargo carrying capacity; a helicopter hangar that will accommodate a CCG helicopter; and multiple utility craft.
- Has capability to deliver many Government of Canada programs such as many CCG programs and scientific missions.

5.8.4 High-Endurance Multi-Tasked Vessel

- A large, highly adaptable multitasked vessel (approx. 85 metres in length) with an icebreaking capability to work in the south and western Arctic; and, for escort operations in the Great Lakes, River and Gulf of St. Lawrence and Atlantic coast in winter. Has a shallower draught than the Medium Icebreaker and less capable overall.
- Accommodations with 28 CCG berths and 20 supernumerary berths (has lifesaving equipment capacity for 58).
- Has a crane, a large cargo hold and deck capacity; has a helicopter hangar that will accommodate a CCG helicopter; can launch and recover Rigid-hull inflatable boats and two utility craft.
- Has capability to deliver many Government of Canada programs.

5.8.5 Medium Endurance Multi-Tasked Vessel

- A large, multitasked, shallow draught vessel (approx. 65 metres in length) with a top speed of 14 knots; can stay at sea up to 28 days.
- Accommodations with 22 CCG berths and 10 supernumerary berths (has lifesaving equipment capacity for 52).
- Has a crane, a large cargo hold and deck area; can launch and recover Rigid-hull Inflatable Boats and utility craft.
- Primarily used for aids to navigation, Search and Rescue, icebreaking, science and environmental response; has some icebreaking capability.
- Designed to have a helicopter deck but not generally equipped with one.

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5.8.6 Offshore Oceanographic Science Vessel

- A large, multitasked offshore noise-reduced vessel (approx. 90 metres in length), capable of extended missions of four to six weeks with a 10,000 NM range; no icebreaking capabilities but able to operate in ice infested waters.
- Accommodations with 27 CCG berths and 25 to 30 supernumerary berths (has lifesaving equipment capacity for 57).
- Equipped with wet labs and has bottom sampling and water column sampling capability; can accommodate a helicopter with minimal hangar capabilities; can launch and recover utility craft.
- Primarily used for ecosystem and fishery science; oceanographic missions and geological; and hydrographical surveys.

5.8.7 Offshore Fishery Science Vessel

- A large multitasked offshore noise-reduced vessel (approx. 55 to 65 metres in length), capable of extended missions of four to six weeks with an 8,500 NM range; no icebreaking capabilities, but can deliver programs in ice-infested waters.
- Accommodations with 27 CCG berths and 15 supernumerary berths (has lifesaving equipment capacity for 45).
- Equipped with wet labs and able to do trawl surveys and some water column sampling; no helicopter capabilities.
- Primarily used for ecosystem and fishery science research.

5.8.8 Offshore Patrol Vessel

- A large offshore vessel (approx. 75 metres in length) that can operate beyond 120 NM including outside the Exclusive Economic Zone; has a top speed greater than 20-25 knots and can stay at sea for up to six weeks; can operate year-round in Canadian waters (except the Arctic archipelago); minimal ice capability to transit light ice-infested waters.
- Accommodations with 22 CCG berths and 18 supernumerary berths and a surge capacity of 12 others (has lifesaving equipment capacity for 52).
- Carries two Rigid-hull Inflatable Boats (up to 11 metres length); can accommodate a helicopter with minimal hangar capabilities.
- Designed to support law enforcement, and has a program operations room. Primarily used for fisheries enforcement and search and rescue.

5.8.9 Mid-Shore Patrol Vessel

- A medium sized vessel (approx. 40 metres in length) that can operate up to 120 NM offshore with a top speed of 25 knots; can stay at sea up to 14 days. No requirement for operations in ice-infested waters.
- Accommodations with nine CCG berths and up to six supernumerary berths.
- Carries one or two Rigid-hull Inflatable Boats; no helicopter capabilities.
- Primarily used for maritime security and fisheries enforcement.

5.8.10 Air Cushion Vehicle

- A medium sized, fast (up to 45 knots), multi-tasked vessel which rides on a cushion of air (hovercraft), capable of working in very shallow areas and littoral zones.
- Has a crew of four to seven on day work.
- Has no helicopter capability.
- Primarily used for search and rescue, aids to navigation, environmental response, and icebreaking.

5.8.11 Special Navais Vessel

- A shallow draught, flat bottom vessel (approx. 50 metres in length); self-supporting for up to 28 days and can sustain repeated groundings due to shifting river channels; not suitable for open-sea work; no icebreaking capabilities.
- Accommodation with 12 CCG berths and four supernumerary berths.
- Can accommodate a helicopter with minimal hangar capabilities.

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- Primarily used for navigational aids on the Mackenzie River.

5.8.12 SAR Lifeboat

- Small (approx. 15 to 17 metres in length) shore-based self-righting lifeboat; capable of search and rescue operations up to 100 NM from shore with a top speed of approx. 25 knots; minimal ice capability to transit light ice-infested waters.
- Has a crew of four or five on day work.
- Capacity for four supernumeraries (has lifesaving equipment capacity for 20).
- No helicopter capability.

5.8.13 Mid-Shore Science Vessel

- Medium sized vessel (approx. 40 metres in length) capable of sustained operations away from port for up to 14 days; has endurance for 21 days and top speed of 12-14 knots and cruising range of 4000 NM; has minimal ice capability to transit light ice-infested waters.
- Has accommodation with 15 CCG berths and 8 supernumerary berths.
- No helicopter capability and limited capacity to carry survey launches.
- Primarily used for limited: ecosystem fishery science; oceanographic missions and geological/hydrographical surveys.

5.8.14 Channel Survey and Sounding Vessel

- Small vessel (approx. 20 to 25 metres in length) with sounding speed of 10 knots; has no ice capability.
- Has limited accommodations for a crew of four plus two supernumerary.
- Carries a small utility craft; no helicopter capability.
- Primarily used to conduct depth survey operations.

5.8.15 Near-Shore Fishery Research Vessel

- Small (approx. 20 metres to 25 metres in length) fishery research vessel with a three to four metres draught, a speed of 12 knots and a moderate range; has minimal ice capability to transit light ice-infested waters.
- Has accommodations with five CCG berths and four supernumerary berths;
- Has some lab capacity; no helicopter capability.
- Used to conduct trawl surveys.

5.8.16 Chartered Vessels

Demand for services is consistently high and continually increasing. In some cases, the number and/or configuration of available vessels is not sufficient for Operations to deliver programs in a timely fashion. When this occurs, Operations relies on the practice of chartering private vessels. Chartered vessels are fully configured, equipped, operated and crewed by CCG personnel.

5.9 Information Systems

5.9.1 iFleet

iFleet is an integrated system that captures activities, fuel, position, and service delivery context carried out by CCG assets. It is also used as the means of communicating sailing orders to the vessels. It has been implemented across the country as at the end of March 2012.

5.9.2 Geographical Information Systems

The geographical information system, Common Operating Picture, has been in production since March 2010. The Common Operating Picture can be leveraged by all Coast Guard directorates requiring geospatial capability.

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5.9.3 Iris

The Iris application is an information system used to relay messages between the Regional Operations Centres and the National Coordination Centre in Ottawa regarding vessel and helicopter positions, program tasking, and operational status.

5.9.4 Common Core

The Common Core is a repository of "tombstone" or basic vessel information including name, size, capability, and assigned region. It is the foundation for all systems development done in Fleet as a means of eliminating the need to store redundant information across multiple computer applications.

5.9.5 Management Reporting System (MRS)

MRS is the Oracle-based departmental financial reporting tool which is comprised on information contained in a variety of systems including Abacus (the departmental financial system), PeopleSoft and the Salary Management Information System (SMIS).

5.9.6 MariTime Fleet Management System

The current application is a 16 bit application used to provide a) Crew management to track and account for all seagoing personnel along the employee lifecycle; b) Time sheet management and leave recording, tracking and reporting for all sea-going personnel; c) Tracking of seafarer medicals, passports, fitness to work evaluations, employee training, learning plans and performance reviews; d) Fleet scheduling, planning and resource allocation and tracking; and d) Fleet training tracking and reporting in support of the technical training of the sea-going personnel. Time sheet management and leave recording, tracking and reporting are not currently expected to be part of the new requirement.

5.9.7 Enterprise Reporting Solution

The Enterprise Reporting Solution (ERS) is a business intelligence tool using IBM Cognos version 8.4 that is being deployed in January 2013. Information is to be imported from ten source systems including the planning solution for use in ERS in the analysis of planned vs. delivered vessel activities via pre-formatted and ad hoc reports.

6.0 Types of Users

It is expected that DFO will provide level one support to its Users on the new Software Solution and that the Contractor will provide level two and three support. The CCG System Administrators will assign access to the Software Solution to Users based on up to 12 different roles such as:

- Account Manager;
- Portfolio Manager;
- Service Level Manager;
- Vessel Planning Officer;
- Crewing Planning Officer;
- Project/ Mission Scheduling Officer;
- Fleet Services Planning Officer;
- Fleet Services Management;
- Regional Fleet Manager;
- Regional Operations Centre;
- Performance Management;
- Performance Management Officer;
- Database Administrator;
- Access Control Officer; and Service Desk.

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APPENDIX “A”

PART 1: MANDATORY REQUIREMENTS

a) place “Yes” or “Y” if met the requirement or “No” or “N” if the requirement is not met. Please note, a “No” or “N” to any mandatory requirements below will render the proposal non-compliant.

b) Bidders **MUST** be **COMPLIANT FOR ALL** of the mandatory functionality listed below as these are essential. Proposals not complying with one or more mandatory requirements shall receive no further consideration.

c) “Bidder Satisfaction” - Statements from the Bidder explaining how the criterion is met and relevant narrative and documentation to support these statements. Bidders are required to identify, articulate, document and clearly demonstrate where in their proposal they meet the requirement. Please use additional paper if necessary and clearly refer the mandatory item. The mandatory items below will be confirmed on a simple pass/fail basis.

MANDATORY REQUIREMENTS

See FORM 5 page -----to respond to all of the Mandatory Requirements.

The solution must deliver, enable and support a working and complete solution, which must include any and all components that contribute to the composition of the whole or in part(s), as expressed in the RFP and its appendices and its annexes.

A complete list identifying the names and versions of each Licensed Software component delivered as part of the solution must be provided.

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7.0 Functional Requirements:

The high level functional requirements of the required solution:

Mandatory Item number	Mandatory Requirements Description	Compliant Yes/No
M1 Industry Experience		
	The Software Solution must work, be complete and deliver, enable and support a National Maritime Vessel Planning and Scheduling Personnel Software Solution for DFO.	
M1.1	The Contractor must have a minimum of 5 current deployments of the core Software Solution currently being used for the logistical planning of movable assets (ie: passenger or cargo ships, trucks, trains or airplanes) in a regulated marine or transportation company or organisation. For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector	
M1.2	The Contractor must have a minimum of 5 current deployments of the core Software Solution currently being used for the scheduling and planning of personnel in a regulated marine or transportation company or organisation. For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector	
M1.3	The Contractor must have implemented the core Software Solution a minimum of 5 times in any industry, where the current implementation of the core Software Solution has been in continuous use for a minimum of 2 consecutive years. For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector Original implementation date	
M1.4	The Contractor must have delivered and installed the core Software Solution a minimum of 3 times in which the installation took less than 12 months. For each of these deployments provide the following information:	

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	Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector Contract Award date Product Implementation date	
M1.5	The Contractor must have provided on-going support for a minimum of 3 different clients for the Software Solution on a simultaneous basis for a minimum of the past 2 consecutive years. For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector Original implementation date	
M1.6	All corporate parties involved in the provision of the Software Solution must be identified as part of the Technical Proposal.	
M2 Overall License		
M2.1	The Contractor must provide a license for the Software Solution which is a perpetual corporate license for a minimum of 300 users with at least a maximum of 50 concurrent users.	
M2.2	The Software Solution must allow a minimum of 5 Users to access the same record simultaneously without data corruption.	
M2.3	The Contractor must own the intellectual property rights to the Software Solution at the time of the bid submission.	
M2.4	Each software and hardware product required to fulfill the business and technical requirements of the Software Solution must be identified. Identification must include <ul style="list-style-type: none"> o Product Name; o Product Number; o Version; o Supported Operating Systems, and; o Operating System (OS) Version; o The general availability date of all products bid must be before the closing date of this RFP. 	
M3 User Management		
M3.1	The Software Solution must allow the CCG System Administrator to assign or deny Users access to specific functions based on Role-based access permissions including at a minimum by region/HQ and by worker function of: <ul style="list-style-type: none"> • Account Manager; • Portfolio Manager; • Service Level Manager; • Vessel Planning Officer; • Crewing Planning Officer; • Project/ Mission Scheduling Officer; • Fleet Services Planning Officer; • Fleet Services Management; • Regional Fleet Manager; 	

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	<ul style="list-style-type: none"> • Regional Operations Centre; • Performance Management; • Performance Management Officer; • Database Administrator; • Access Control Officer; and • Service Desk. 	
M3.2	The Software Solution must allow the CCG System Administrators to operate and control the Software Solution beyond the normal User functions. Such System Administrator functions must include User account management, changing of names of fields, definition and editing of structures and terms that are accessed by Users through standard lists, definition and editing of elements of any models available in the Software Solution, establishment and adjustment to process flows, manipulation of the contents of drop-down lists, editing audit functions.	
M4 Application		
M4.1	The Software Solution must allow each User to open up different parts of a Plan within the same session in order to work on multiple records at the same time.	
M4.2	The Software Solution must allow the User to view plans using drop-down selection lists, (including pre-formatted hard-copy reports exportable to pdf), created, and updated by: <ul style="list-style-type: none"> a) Vessel; b) Vessel Class; c) Region; d) National; e) Client; f) Month; g) Year (fiscal and calendar); i) User-specified period; and h) Multi-Year (fiscal and calendar). 	
M4.3	The Software Solution must include a cost forecasting model using a set of at least 17 pre-defined costing elements that can vary depending on the client and vessel that will provide updated projected costs immediately to the User as changes are made to the planning scenarios.	
M4.4	The Software Solution must provide the functionality to allow the User to determine the availability (capacity) of a vessel and appropriateness (capability) to the tasks being assigned to it.	
M4.5	The Software Solution must provide the functionality to provide the User with warning indicators when they are attempting to assign a vessel contrary to its capacity or capability.	
M4.6	The Software Solution must provide the functionality to allow the User to obtain and produce a list of available employees for each vessel based on the position being filled, the required certificates, medicals, passports, familiarization, training and level for the position matched to the employees who possess those minimum requirements.	
M4.7	The Software Solution must provide the functionality to allow the User to obtain and produce a list of alternate employees available who possess the identified training, certificates, medicals, familiarization and experience for crewing a position but who may not be of the appropriate group and level.	
M4.8	The Software Solution must provide the functionality to provide the User with warning indicators when they are attempting to assign a crew member to a role for which the crew member is not qualified.	

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M4.9	The Software Solution must provide the User with warning indicators when they are attempting to assign a crew member who is already assigned to another role or is otherwise unavailable.	
M4.10	The Software Solution must provide the functionality to allow the User to multi-task a vessel to more than one client at any given time.	
M4.11	The Software Solution must provide the functionality to allow the User to control, create and save various iterations of the same plan and reversions to a previous iteration of a plan.	
M4.12	The Software Solution must provide the functionality to advise Users, such as crewing officers and planners, of the status of a particular plan. This will include at a minimum identifying such status indicators as "plan in progress", "plan needs to be approved", "plan approved", "crewing incomplete", "crewing complete".	
M4.13	The Software Solution must provide the functionality to allow the User to assign multiple concurrent tasks to individual vessels.	
M4.14	The Software Solution must provide the functionality to allow the User to track and plan the demand and usage of all ancillary (child) vessels related to the parent vessels.	
M4.15	The Software Solution must provide the functionality to allow the User to review and update CCG Client profiles and manage CCG client accounts.	
M4.16	The Software Solution must provide the functionality to allow the User to review requests for vessel usage; review current client agreements and document these requests as part of the planning functionality.	
M4.17	The Software Solution must provide the functionality to allow the User to determine the availability of vessel; review vessel support requirements; identify logistic support requirements; assess Fleet Capacity; quantify Skill Set Demand; align Skill Set Inventory with Skill Set Demand; identify human resource capacity gaps; and assess human resource capacity assessment as part of the managing fleet capacity.	
M4.18	The Software Solution must provide the functionality to allow the User to assess asset, system and equipment requirements; assess logistic support requirements; assess service delivery expectations; assess Fleet Capability results; assess crewing requirements; assess staff augmentation and reduction requirements; assess training requirements; and assess human resource capability results as part of the vessel planning functionality.	
M4.19	The Software Solution must provide the functionality to allow the User to perform calendaring, set priorities and allocate costs by Program and by Vessel as part of the vessel planning functionality.	
M4.20	The Software Solution must provide the functionality to allow the User to reconcile business requirements and notional budgets; prepare Draft Fleet Operational Plans; finalize and approve Draft Fleet Operational Plans; allocate funds to projects and missions; and oversee and amend Work Plans as part of the vessel planning functionality.	
M4.21	The Software Solution must provide the functionality to allow the User to review the calendar; review the project and mission requirements; establish timelines; and oversee and amend schedules as part of the Vessel Support functionality.	
M4.22	The Software Solution must provide the functionality to allow the User to review the Fleet schedule; review the project and mission HR requirements; and confirm and amend the schedule timelines as part of the vessel planning functionality.	

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M4.23	The Software Solution must provide the functionality to allow the User to produce plans sorted and/or restricted by vessel, vessel class, region, client, month, quarter and year.	
M4.24	The Software Solution must provide the functionality to allow the User to conduct searches based on specified criteria and retrieve information entered.	
M4.25	The Software Solution must provide the functionality to allow the User to export selected data for use and manipulation in Excel, Word and PDF.	
M5 Bilingual nature of the Software Solution		
M5.1	The Software Solution must provide the functionality to allow Users to work in English or French at the User's discretion, regardless of the language of user-entered text and the Software Solution will display user-entered fields in the language entered by the user.	
M5.2	The Software Solution must provide the field labels, navigation prompts, menus, and error and advisory messages to authorized Users, in both English and French languages.	
M5.3	The Software Solution On-line Help information must be in both English and French languages.	
M5.4	The Software Solution must be able to implement the Latin 1 character set as defined in Treasury Board Information Technology Standards 3 and FIPS 127-2.	
M5.5	The Software Solution must have the ability to do character conversion for Unicode both UTF-8 and UTF-16.	
M5.6	The Software Solution must have 2 complete user interfaces with dedicated screens in English and in French. Bilingual French/English labels on the same screen are not acceptable.	
M5.7	At start-up, the Software Solution must present the User with the interface in the language identified as their preferred language. The user must not be asked to choose a language each time they use the Software Solution.	
M6 Technical Environment Requirements		
M6.1	The Software Solution must be installed, and be capable of correct and error-free operation, in the current CCG technology environment as described in this Statement of Requirement.	
M6.2	The Software Solution must work and interoperate with Windows XP and Windows 7, 64-bit.	
M6.3	The Software Solution must be accessible nationally via GOC LAN/WAN – no access from vessels required at this time.	
M6.4	The Software Solution must provide a Client/server and web (intranet) user interface.	
M6.5	The Software Solution must work and interoperate with other in-house built and commercial applications including at a minimum PeopleSoft, Common Core, MariTime, ERS, MRS and iFleet. Technical descriptions can be found in Annex B.	
M6.6	The Software Solution must be self-contained and not rely on third-party software in order to provide complete solution. The only exceptions will be that the Software Solution may use the CCG implementation of Oracle 11g for data storage and must access CCG source systems including as a minimum iFleet;; MariTime; ERS, MRS and Common Core for the purposes of retrieving common data.	
M6.7	The Software Solution must include document import functions that	

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	allow interoperating with imported document formats.	
M6.8	The Software Solution must interoperate, transfer and make use of information between the product components and functions and must not rely on the User to manually transfer information between components and functions within the Software Solution.	
M6.9	The Software Solution must allow the User to produce reports in PDF, Word and Excel formats.	
M6.10	The Software Solution must allow for continuous data availability Monday through Friday between the hours of 05:00 and 21:00 Eastern Time, while the data is accessed for any maintenance procedures, without additional hardware.	
M6.11	The Software Solution must allow on-line transaction processing (OLTP), data marts and data warehouse applications.	
M6.12	The Software Solution must allow concurrent reading of the same table with 200 columns and 20 million rows by at least 300 users.	
M6.13	The Software Solution must allow simultaneous updates to the same table with 200 columns and 20 million rows by at least 50 users.	
M6.14	The Software Solution must allow row level locking.	
M6.15	The Software Solution must provide a mechanism for identifying deadlocks and resolving deadlocks automatically based on least impact or least cost of terminating.	
M6.16	The Software Solution must provide the ability to set and adjust tolerance levels for deadlocks	
M6.17	The Software Solution must record transaction logging of all database changes to permit database recovery.	
M6.18	The Software Solution must allow the User to backup specific tables and table partitions only.	
M6.19	The Software Solution must allow the User to recover specific tables and table partitions only.	
M6.20	The Software Solution must perform cold backups outside the hours of 05:00 to 21:00 Eastern Time, Monday through Friday.	
M6.21	The Software Solution must be able to recover specific individual tables and table partitions using the "cold" backup and the transaction logs, to a specific point in time such that full database integrity is maintained.	
M6.22	After a system failure, the Software Solution must be able to automatically re-apply all committed database changes and undo all uncommitted database changes up to the point of failure such that full database integrity is maintained.	
M6.23	The Software Solution must be able to recover a database, tables, and individual table partitions to a user-specified point in time such that full integrity is maintained.	
M6.24	The Software Solution must be capable of backing up pages that have been modified since the last backup as an Incremental backup.	
M6.25	The Software Solution must operate with dual copies of transaction logs for all access and changes to Protected B data.	
M6.26	The Software Solution must interoperate with Systems Management Server and System Center Configuration Manager for the purpose of deploying new installations of the Software Solution and all updates and patches of the Software Solution and must be supported on the solution by the software contractor.	
M6.27	The Software Solution must allow for database communication with PC based client applications using TCP/IP network transport protocol.	
M6.28	The Software Solution must include the ability to roll forward and	

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	rollback any database changes based on a specific user id.	
M6.29	The search engine for the Software Solution must be able to perform Boolean logic searches, text queries, word, strings, fuzzy logic searches, proximity searches, phonetic searches and wildcard searches.	
M7 Security Requirements		
M7.1	The Software Solution must utilize 128-bit encryption for "Protected" data.	
M7.2	The Software Solution must force Users to reset passwords at least once every 90 calendar days.	
M7.3	The Software Solution must provide multi-level security which protects the integrity of the system from any potential intruders, including: <ul style="list-style-type: none"> a. User validation against a directory server (Microsoft Windows Active Directory) in real time using single sign-on authentication mode; b. Configurable password rules, without programming knowledge, including: <ul style="list-style-type: none"> (1). Minimum length; (2). Maximum allowable character repetition; (3). Minimum number of character types (uppercase, lowercase, numbers and symbols); and (4). Customizable password expiry; c. Automatic logoff after a configurable period of inactivity, without programming knowledge; d. Limit access to individual Requests configured based on user rights, without programming knowledge; and e. Locked-out function after a configurable number of failed login attempts, without programming knowledge. 	
M7.4	The Software Solution must provide that the data must be assignable to a User access profile based on rights to: create, read-only, read/write/edit, delete information, or equivalent.	
M7.5	The Software Solution must provide audit capability on all database record updates by individual users on individual objects.	
M7.6	The Software Solution must provide an audit capability on all database record reads by individual users on individual objects.	
M7.7	The Software Solution must be installed such that all Crown data is stored on servers within Canada and ensure that at no time Crown data is transmitted outside Canada as part of the technical design of the solution.	
M7.8	The Software Solution must not allow any operation on the database unless the user is authorized for that operation. All authorizations will be provided within the solution.	
M7.9	The Software Solution must be able to maintain information about the operations and authorizations that a group or class of users is able to perform within the solution, without having to maintain authorizations at the individual user id level.	
M7.10	The Software Solution must record the date and time of each User logon.	
M7.11	The Software Solution must suspend a User account that has not been used for 365 consecutive days.	
M7.12	The Software Solution must suspend a User account after 5 consecutive unsuccessful logon attempts within a 24 hour period.	

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M8 Support Requirements		
M8.1	The Contractor must provide level two and three support for any given revision/release of the Software Solution for a minimum of 24 months after it is suspended by a subsequent revision/release	
M8.2	The Contractor must supply technical services via telephone and email to assist the Department in resolving problems which relate to the Software Solution.	
M8.3	The Contractor must provide technical services via telephone and email for level two support and level three support.	
M8.4	The Contractor's technical support person must respond within 1 hour to the technical services calls by acknowledging that they have received the defect report.	
M8.5	The Contractor technical resource must provide an estimate of when the reported problem will be resolved within 2 hours of acknowledging receipt of the defect report.	
M8.6	The Contractor must provide support via telephone and email level two support and level three support Monday through Friday between the hours of 07:00 and 18:00 Eastern Time.	
M9 Training		
M9.1	The contractor must include classroom training for the users, operating system personnel and infrastructure continuity staff. Size of class is not to exceed 10 individuals.	
M9,2	The contractor must provide all Classroom training in both official languages (English and French).	
M10 Media and Documentation		
M10.1	The contractor must provide two copies of the Software Solution on CD-ROM and 1 copy electronically.	
M10.2	The Contractor must allow CCG the "right to copy" the Software Solution without restriction for the use in the CCG.	
M10.3	The contractor must provide one (1) paper and one electronic copy (CD-ROM or DVD-ROM.) of the complete product and user documentation.	
M10.4	The contractor must provide CCG with the unlimited "right to copy" the Software Solution documentation for the use of the CCG.	
M11 Contractor Stability		
M11.1	The Contractor must agree to place the most up-to-date source code for the Software Solution in use by the CCG in escrow with an independent third party, in order to avoid disruption due to unforeseeable events such as the contractor declaring bankruptcy or, in any way ceasing to exist.	

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PART 2 - POINT RATED REQUIREMENTS

Rated Item number	Rated Requirements Description	Weight	Rating
R1 Maintenance and Support			
R1.1	The Software Solution Contractor should have an Electronic Bulletin Board or Web site for problem logging, to convey the status of known problems early warning notices of known problems, lists describing and providing the status of known problems, customer requested enhancements to the Software Solution and to make software patches available.	3	
R1.2	The Software Solution Contractor should provide a means such as an Electronic Bulletin Board, blog or Web site for use by users of the Software Solution for sharing experiences, tips and best practices in using the Software Solution.	1	
R1.3	The Contractor should provide technical services via email and telephone that support both English and French callers/clients.	1	
R1.4	The Software Solution contractor should host a user group for the Software Solution that meets either in person or via electronic means such as a webinar regularly to share information and advice.	1	
R1.5	The Software Solution contractor should host a local user group for the Software Solution that meets regularly in person in the NCR to share information and advice.	1	
	Total Points Available	7	
R2 Training			
R2.1	The Contractor should offer all training from a National Capital Region location (3 points) and the contractor should be responsible for providing the location (2 points).	5	
R2.2	The Software Solution Contractor should provide other training options including: <ul style="list-style-type: none"> 1. Computer assisted learning (1 point); 2. Video/audio training; (1 point) 3. Self-teaching workshops (1 point); 4. Customized course content (1 point); 5. Train the trainer approach (1 point). 	5	
	Total Points Available	10	

R3 Media and Documentation

R3.1	All Software Solution technical documentation used by level 1 support teams should be available in both official languages (English and French).	5	
	Total Points Available	5	

R4 General Technical Requirements

R4.1	The Software Solution should utilize the CCG database (Oracle 11g) for all data storage.	10	
R4.2	The Software Solution should retrieve data from source systems such as Common Core and PeopleSoft as needed rather than redundantly store this same data.	5	
R4.3	The Software Solution should provide administrators with the ability to audit who ran utilities against the database.	1	
R4.4	The Software Solution should provide administrators with the ability to adjust the amount of auditing as desired.	1	
R4.5	The Software Solution should provide an efficient concurrency control scheme such that reports can coexist with update activity to obtain correct, consistent query results.	1	
R4.6	The Software Solution should have the ability to merge incremental backups together to result in a single copy rather than multiple copies.	1	
R4.7	The Software Solution should provide a functionality which manages backup and check pointing information, and which can be queried by database administrators	1	
R4.8	The Software Solution should allow the backup of transaction logs and the database as separate files.	1	
R4.9	The Software Solution should operate with multiple transaction log volumes (in case the log fills, to avoid outages while the transaction log offloads).	1	
R4.10	The Software Solution should be able to backup an entire database in a single command.	1	
R4.11	The on-line active data dictionary of the Software Solution should contain at least all of the following: (10 points for all) <ul style="list-style-type: none"> 1. Column names, data types, and constraints; 2. Table names, owners; 3. Storage allocation of database objects; 4. Procedure names and text; 5. Triggers and trigger text; 6. Privileges; 7. Data files allocated to the database; 8. Backup and Recovery information; and, 9. Database Performance information. 	10	
	Total Points Available	33	

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R5 Administration			
R5.1	The Software Solution should provide access / maintenance screens for select users based on user profiles for the purpose of maintaining user-defined code tables.	5	
R5.2	The Software Solution should include utilities to enable a database administrator (DBA) to run referential integrity checks, internal structure checks, database fixes to byte strings within pages and index to data checks.	1	
R5.3	The Software Solution should allow users to terminate an inactive or runaway user/session.	1	
R5.4	The Software Solution should provide DBAs with a technique to quickly enable/disable users' access to a specified database or table	1	
R5.5	The Software Solution should allow the DBA to define read-only portions of the database, so that these portions can be stored on static media such as CD-ROM and do not require database backup maintenance.	1	
R5.6	The Software Solution should provide DBAs with the ability to enforce rules on data type, data values, data range values and validation logic on individual columns.	1	
	Total Points Available	10	
R6 Implementation			
R6.1	The Contractor should have implemented a pilot version of the complete Software Solution for a minimum of 3 months at select user locations prior to a national implementation.	5	
R6.2	The contractor should provide up to 5 examples where the completed Software Solution has been delivered to the client within 3 months of contract award. (1 point per example)_ For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector Contract Award date Product Implementation date	5	
	Total Points Available	10	
R7 Application			
R7.1	The contractor should provide up to 3 examples where the completed Software Solution has been used for managing leave (i.e.: vacation, sick, lay-days) for employees in a union environment. (2 point per example)	6	

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	For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector		
R7.2	The contractor should provide up to 3 examples where the completed Software Solution has been used for administering pay for employees in a union environment. (2 point per example) For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector	6	
R7.3	The contractor should provide up to 3 examples where the completed Software Solution has been used for administering pay or managing leave (i.e.: vacation, sick, lay-days) for employees in a union environment where there is more than one collective agreement in force. (1 point per example) For each of these deployments provide the following information: Name of Client Name of Contact Title Telephone Number Product version currently in use Industry or Sector	3	
	Total Points Available	15	
R8 User Management			
R8.1	The Software Solution should use Active Directory for the purposes of creating and managing user accounts.	10	
	Total Points Available	10	
	Grand Total Available	100	

A bid must meet or exceed the minimum overall pass mark of 65%. In each of the three categories of the point rated criteria.

APPENDIX "B"
LIST OF DELIVERABLES AND PRICING

Notice

1. Bidders are to provide pricing in the unshaded areas of the line items. Bidders are not to make changes to the shaded regions.
2. Bidders **must not make any assumptions or restrictions** that are associated with its Price Proposal. The Bidder must clarify any issues or concerns and obtain all required information before submitting its proposal, in order to keep its proposal responsive.
3. Prices set out in Supply Arrangements, Standing Offers or previously negotiated contract(s) do not apply to this Request for Proposal and references to them in Bidder's financial proposal will not be considered and will render the Bidder's Proposal non-responsive.

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APPENDIX "B"
LIST OF DELIVERABLES AND PRICING (Continued)

Table 1 - INITIAL REQUIREMENTS

VESSEL PLANNING AND CREWING SOFTWARE SOLUTION

Line Item	Description	Unit of Identification	Firm Lot Price
1	Commercial Off-The-Shelf Software Solution including software, warranty, documentation, media, installation and implementation, any upgrade and add on products, as described in the Contract, and as required to meet the functional requirements as detailed in the Statement of Requirement.	LOT	
	Total Cost excluding taxes:		

Bidders are to provide a firm lot price.

Notes:

1. All prices and rates are FOB Destination, in Canadian Funds, include all applicable Canadian Customs Duties, and exclude the Goods and Services Tax (GST) and Harmonized Sales Tax (HST).

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APPENDIX "B"
LIST OF DELIVERABLES AND PRICING (Continued)

Table 2
OPTIONAL SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE INITIAL REQUIREMENT AS DESCRIBED IN THE CONTRACT.

Line Item	Period of Maintenance and Support Service	Firm Lot Price
1	Option Year 1 Maintenance and Support Services	
2	Option Year 2 Maintenance and Support Services	
3	Option Year 3 Maintenance and Support Services	
4	Option Year 4 Maintenance and Support Services	
5	Option Year 5 Maintenance and Support Services	
Subtotal:		

Notes

1. All prices and rates are FOB Destination, in Canadian Funds, include all applicable Canadian Customs Duties, and exclude the Goods and Services Tax (GST) and Harmonized Sales Tax (HST).
2. For optional software, each option year commences on the anniversary of the date of the contract award. That is, Option Year 2 shall always be the year following the base year, even if the option is not exercised until 12 months or more after the Contract date. Maintenance and Support begins following the contract award.

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Table 3 - Optional Additional Software
SOFTWARE SOLUTION OPTIONS INCLUDING ONE YEAR OF MAINTENANCE AND SUPPORT SERVICES

Line Item	Description	Firm Lot Price
1	Commercial Off-The-Shelf Software Solution including software, warranty, documentation, media, installation and implementation, any upgrade and add on products, as described in the Contract, and as required to meet the functional requirements as detailed in the Statement of Requirement.	

Notes:

1. All prices and rates are FOB Destination, in Canadian Funds, include all applicable Canadian Customs Duties, and exclude the Goods and Services Tax (GST) and Harmonized Sales Tax (HST).

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APPENDIX "B"
LIST OF DELIVERABLES AND PRICING (Continued)

Evaluation Sheet 1

Description	Price (CDN)
Initial Requirements (Subtotal from Table 1,)	
Options	
Optional Maintenance and Support - Initial Requirement (Subtotal from Table 2)	
Optional Additional Software (Subtotal from Table 3)	
Total Assessed Price(TAP):	

Notes

1. Only the Total Evaluated Price is used in the Evaluation and Selection of a successful proposal. The Total Bid Price and Total Estimated Contract Price are shown for information only.
2. This sheet is included for information purposes, and Bidders are not required to submit it with their proposal. This sheet will be completed by Canada during the financial evaluation.

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APPENDIX "B"
LIST OF DELIVERABLES AND PRICING (Continued)

Evaluation Sheet 2

Proposals	Total Assessed Price (TAP)	Technical Points Awarded (TPA)	Cost Per Point	Ranking
	"as per evaluation"	"as per evaluation"	"TAP for the proposed bid" / " TPA for the	
Example				
Bidder A	C\$130,000.00	21	6,190.48	1
Bidder B	C\$150,000.00	20	7,500.00	3
Bidder C	C\$175,000.00	28	6,250.00	2

Notes:

1. To resolve a tie in total points, the following list will be used in order until the tie is broken:
 - (a) The lowest Total Assessed Price.
 - (b) The lowest Subtotal as per Table 1.
 - (c) The lowest Subtotal as per Table 2.
2. This sheet is included for information purposes, and Bidders are not required to submit it with their proposal. This sheet will be completed by Canada during the financial evaluation.
3. All the calculations are rounded up to two (2) decimal points.

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**APPENDIX "C"
TASK AUTHORIZATION FORM**

***** SOFTWARE SOLUTION

**AUTHORIZATION OF SERVICES TO BE PERFORMED
ON AN AS-AND-WHEN-REQUESTED BASIS**

Page 1 of 2

Contractor:		Contract No.:	
Financial Code:		GST Financial Code:	
Task Authorization No.:		Date:	
1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED			
2.0 PERIOD OF SERVICES			
From:		To:	
3.0 SERVICES TO BE PERFORMED FOR: (LOCATION / ADDRESS)			
4.0 AUTHORITIES			
Project Authority: _____		Responsibility Centre: _____	

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5.0 COST			
Category and Level of Personnel / Category of Course	Per Diem Rate / Rate per Course	No. of Days to Perform the Tasks/Work	Total
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
		ESTIMATED PRICE	\$
		GST/HST	\$
		TOTAL	\$
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall 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	\$
You are requested 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 services listed herein and on any attached sheets at the price set out therefore.			
6.0 SIGNATURES			
Project Authority:	Signature:		Date:
Check Either Option			
The Contractor hereby accepts the Task Authorization identified above <input type="checkbox"/>			
The Contractor does not accept the Task Authorization identified above <input type="checkbox"/>			
Name of Contractor authorized to sign (type or print):	Title of Contractor authorized to sign (type or print):		Date:
Signature:			
All task authorizations must be signed by PWGSC Contracting Authority.			
PWGSC Contracting Authority: _____ Date: _____			

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BIDDER FORMS
Form 1

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) <i>[see the Standard Instructions 2003]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	

Federal Contractors Program for Employment Equity (FCP EE) Certification:

If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:

- (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or
- (b) submit a valid Certificate number confirming its adherence to the FCP-EE.

Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.

For joint ventures, be sure to provide this information for each of the members of the joint venture.

Number of FTEs

[Bidders are requested to indicate (for all applicable Streams), the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]

On behalf of the bidder, by signing below, I also confirm that the bidder [*check the box that applies*]:

(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;

(b) is not subject to FCP-EE, because it is a regulated employer under the *Employment Equity Act*;

(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR

(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).

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Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i>	
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	

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Form 2

Software Publisher Certification Form

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

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

[bidders should add or remove lines as needed]

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Form 3

Software Publisher Authorization Form

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

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

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**FORM 4
JOINT VENTURE CERTIFICATION**

NOTE TO BIDDERS: PLEASE ONLY FILL OUT THIS SECTION IF IT IS APPLICABLE TO YOUR PROPOSAL, IF NOT PLEASE DISREGARD.

1. The Bidder represents that the bidding entity is a joint venture in accordance with the definition in paragraph 3.

2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- incorporated joint venture
- limited partnership joint venture
- partnership joint venture
- contractual joint venture
- other

b) Composition: (names and addresses of all members of the joint venture.)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (i) the incorporated joint venture;
- (ii) the partnership venture;
- iii) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:

(i) The relationship between a prime contractor who submits a bid and the subcontractors it proposes to use to perform some of the work, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(ii) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose;

(iii) The relationship between shareholders of a corporation; or

(iv) The relationship between partners in a partnership (including a partnership that is a limited partnership or a limited liability partnership).

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JOINT VENTURE DECLARATION

THIS DECLARATION FORMS PART OF THE CONTRACT ISSUED TO (CONTRACTOR'S NAME), a Contractual Joint Venture composed of (Company A) and (Company B) and (Company C) and (Company D) UNDER this Bid Solicitation

The undersigned confirm that they have formed a joint venture for purposes of submitting a proposal and understand that they will be issued a Contract in accordance with it. The undersigned further confirm that the said joint venture constitutes the Contractor (Insert Contractor's name), a Contractual Joint Venture composed of (Insert Company A) and (Company B) and (Company C) and (Company D) etc. pursuant to this Contract. The undersigned agree to the following:

That they shall each act as the Contractor and shall be jointly and severally liable for the Contractor's obligations under the Contract.

If applicable, that they appoint _____ ("the lead member"), a member of the joint venture, as the lead member of the Contractor, for purposes of entering into this Contract.

Any notice given to the lead member shall constitute notice to all of the undersigned. That the Minister may, at his discretion in the event of disputes among the undersigned or changes in the composition of the Contractor, direct that the Contract be terminated, without in any way altering the liability of any of the undersigned for performance of the terms of the Contract.

Where Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, Canada may require financial security for the performance of the Contractor's obligations or, alternatively, financial and performance guarantees from each of the undersigned members of the Contractor.

For:

_____ Date _____
(Name of Member)

_____ Date _____
(Signature of Authorized Officer of Member)

_____ Date _____
(Title of Authorized Officer or Member)

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Form 5- Substantiation of Technical Compliance Form

Mandatory Requirements Statement of Requirements

Mandatory ID	Bidder Stated Compliance Mandatory Met (Yes/No)	Bidder Substantiation Required (Yes/No)	Bidder Substantiation: Statements from the Bidder explaining how the criterion is met and relevant narrative and documentation to support these statements
M1.1		Yes	
M1.2		Yes	
M1.3		Yes	
M1.4		Yes	
M1.5		Yes	
M1.6		Yes	
M2.1		Yes	
M2.2		Yes	
M2.3		Yes	
M2.4		Yes	
M3.1		Yes	
M3.2		Yes	
M4.1		Yes	
M4.2		Yes	
M4.3		Yes	
M4.4		Yes	
M4.5		Yes	
M4.6		Yes	
M4.7		Yes	
M4.8		Yes	
M4.9		Yes	
M4.10		Yes	
M4.11		Yes	
M4.12		Yes	
M4.13		Yes	
M4.14		Yes	
M4.15		Yes	
M4.16		Yes	
M4.17		Yes	

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M4.18		Yes	
M4.19		Yes	
M4.20		Yes	
M4.21		Yes	
M4.22		Yes	
M4.23		Yes	
M4.24		Yes	
M4.25		Yes	
M5.1		Yes	
M5.2		Yes	
M5.3		Yes	
M5.4		Yes	
M5.5		Yes	
M5.6		Yes	
M5.7		Yes	
M6.1		Yes	
M6.2		Yes	
M6.3		Yes	
M6.4		Yes	
M6.5		Yes	
M6.6		Yes	
M6.7		Yes	
M6.8		Yes	
M6.9		Yes	
M6.10		Yes	
M6.11		Yes	
M6.12		Yes	
M6.13		Yes	
M6.14		Yes	
M6.15		Yes	
M6.16		Yes	
M6.17		Yes	
M6.18		Yes	
M6.19		Yes	
M6.20		Yes	
M6.21		Yes	
M6.22		Yes	
M6.23		Yes	
M6.24		Yes	
M6.25		Yes	
M6.26		Yes	
M6.27		Yes	
M6.28		Yes	

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M6.29		Yes	
M7.1		Yes	
M7.2		Yes	
M7.3		Yes	
M7.4		Yes	
M7.5		Yes	
M7.6		Yes	
M7.7		Yes	
M7.8		Yes	
M7.9		Yes	
M7.10		Yes	
M7.11		Yes	
M7.12		Yes	
M8.1		Yes	
M8.2		Yes	
M8.3		Yes	
M8.4		Yes	
M8.5		Yes	
M8.6		Yes	
M9.1		Yes	
M9.2		Yes	
M10.1		Yes	
M10.2		Yes	
M10.3		Yes	
M10.4		Yes	
M11.1		Yes	