



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

Email - courriel: [Stephane.Julien@dfo-mpo.gc.ca](mailto:Stephane.Julien@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT



|   |  |   |
|---|--|---|
| <b>Title – Sujet</b><br>Standard S-100, Universal Hydrographic Data Model   |  | <b>Date</b><br>February 22, 2019                    |
| <b>Solicitation No. – N° de l'invitation</b><br>FP802-180242  |  |   |
| <b>Client Reference No. - No. de référence du client</b><br>F3712-180101/1  |  |   |
| <b>Solicitation Closes – L'invitation prend fin</b><br><b>At / à :</b> 2:00 Eastern Standard Time EST<br><b>On / le :</b> April 3 , 2019  |  |   |
| <b>F.O.B. – F.A.B</b><br>Destination  | <b>GST – TPS</b><br>See herein —<br>Voir ci-inclus | <b>Duty – Droits</b><br>See herein — Voir ci-inclus |
| <b>Destination of Goods and Services – Destinations des biens et services</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Instructions</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Address Inquiries to –<br/>Adresser toute demande de renseignements à</b><br>Stephane Julien<br><b>Email – courriel:</b><br><a href="mailto:Stephane.Julien2@dfo-mpo.gc.ca">Stephane.Julien2@dfo-mpo.gc.ca</a> |  |   |

|  |  |
|--|--|
| <b>Delivery Required –<br/>Livraison exigée</b><br>See herein — Voir ci-inclus   | <b>Delivery Offered –<br/>Livraison proposée</b><br>See Herein |
| <b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>   |  |
| <b>Telephone No. – No. de téléphone</b>  | <b>Facsimile No. – No. de télécopieur</b>                      |
| <b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>  |

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## High Complexity Bid Solicitation and Resulting Contract Template (HC)

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

This document states terms and conditions that apply to bid solicitation # **FP802-180242**  
It is divided into seven parts plus annexes and attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information 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 Work, the Basis of Payment, the Security Requirements Checklist (SRCL), the Electronic Payment Instruments.

#### 1.2 Summary

**1.2.1** This bid solicitation is being issued to satisfy the requirement of Fisheries and Oceans Canada, the "Client" for Professional Services to Develop and test an extension or extensions to existing navigation software used in Canada that will be able to load S-100 data (provided by CHS) and allow Canadian pilots to manipulate it in navigation simulators. The goal is to demonstrate the capabilities and benefits of these functions in a commercial navigation context and validate all aspects of the standard and the displays before this new product line is officially distributed.

a. It is intended to award one contract as follows:

- i. One Consultant: the contract period will be from date of contract award to March 31, 2020.

**1.2.2** There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgscc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgscc.gc.ca/esc-src/introduction-eng.html>) website".

**1.2.3** The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA); Canada-European Union Comprehensive Economic and Trade Agreement (CETA); Canadian Free Trade Agreement (CFTA); World Trade Organization Agreement on Government Procurement (WTO-AGP); Canada-Chile Free Trade Agreement; Canada-Colombia Free Trade Agreement; Canada Panama Free Trade Agreement; Canada-Peru Free Trade Agreement;

Canada-Honduras Free Trade Agreement; Canada Korea Free Trade Agreement & Canada–Ukraine Free trade agreement.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (PSPC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2018-05-22\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

### **2.2 Submission of Bids**

Bids must be submitted only by email to [stephane.julien2@dfo-mpo.gc.ca](mailto:stephane.julien2@dfo-mpo.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

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

#### **2.2.1 Submission of Proposal (Bid) By Email**

Bidders must submit their proposal electronically by email. However, all financial information must be presented in a separate attachment from the Technical Response information and each attachment should include the solicitation number. Should Bidders choose to submit an e-mail response to the proposal, the following applies:

For email transmission of an electronic version, the only acceptable email is:

[Stephane.Julien2@dfo-mpo.gc.ca](mailto:Stephane.Julien2@dfo-mpo.gc.ca)

The electronic transmission must be received by bid closing date and time as stipulated on page 1 of the RFP and include the solicitation number. For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size (Max allowable is 10MB)
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- security of the bid data.

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

### **2.3 Former Public Servant**

- a. approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act;
- b. the application of the \$5,000 contract fee limit, including Applicable Taxes, when the successful bidder is a former public servant, including former members of the Canadian Forces and the Royal Canadian Mounted Police, in receipt of a lump sum payment pursuant to a work force adjustment program; and
- c. to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension.

Providing this information is a condition precedent to contract award as opposed to a mandatory requirement for evaluation purposes.

### **2.4 Enquiries - Bid Solicitation**

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

- a. 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.
- b. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

**Section I: Technical Bid** (1) one soft copy in PDF format)

**Section II: Financial Bid** ( 1) one soft copy in PDF format)

**Section III: Certifications** (1) one soft copy in PDF format)

**Section IV: Additional Information** (1) one soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## **Section II: Financial Bid**

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule Attachment 1 to part 3 .

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.3 SACC Manual Clauses**

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



**ATTACHMENT 1 to PART 3, PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed per-diem rate for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

**Contract Period**

Initial Contract Period: Date of Contract award to March 31, 2020

|  |                                    |   |
|--|------------------------------------|---|
| Provide a Project Plan for the development of software functions to display and use S-100 compliant data in existing commercial navigation applications used in Canada | One month after Contract award.    | After approval of the plan by CHS, 25% of contract value for all mandatory tasks.<br>\$ |
| The Contractor shall submit a first functional version of the software with a report describing the improvements made to the draft version.                            | At the latest February 28, 2020    | Another 50% of contract value for all mandatory tasks<br>\$                             |
| At completion of all mandatory tasks during the initial Contract period.   | Before March 31 <sup>st</sup> 2020 | The remaining 25% of contract value for all mandatory tasks<br>\$                       |
| Total Cost of initial Contract excluding tax   |                                    | \$  |

Option Period – April 1, 2020 to March 31, 2021

|  |   |  |
|--|---|--|
| As soon as the optional tasks are given to the bidder.   |   | 10 % of contract value for all optional tasks.<br>\$             |
| The Contractor shall submit a first functional version of the software (optional tasks) with a report describing the improvements made to the draft version. | Eight months after the option is added to the contract. | Another 50% of contract value for all optional tasks.<br>\$      |
| At completion of all mandatory tasks during the optional Period of the contract.   | Before March 31 <sup>st</sup> 2021                      | the remaining 40% of contract value for all optional tasks<br>\$ |
| Total Optional Tasks for Option Period excluding tax.  |   | \$   |

**Total of Initial Contract plus Option Period:** \$ \_\_\_\_\_

### **Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours.}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 2 to Part 4

##### **4.1.1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

### 1.0 Information Requirements

The bidder must provide a copy of the proposed resources' résumé, which indicates the individuals' experience relevant to the Statement of Work and the evaluation criteria below. The résumés should not be written to simply repeat the tasks listed in the Statement of Work or in the evaluation criteria.

In describing the proposed resources' experience relative to each of the mandatory and point-rated technical criteria below, the bidder should address each element of the evaluation criterion, and provide the following information:

1. Description of the project or engagement
2. Name of client organization
3. Period (mm-yyyy to mm-yyyy) in which the work was carried out
4. Business context and the objectives of the project or engagement,
5. Role of the proposed resources as described for that engagement,
6. Description of the approach and methodology employed by the proposed resources in carrying out the work

### 1.1 Client References

Canada reserves the right to contact up to three references from the list of references provided by the Bidder, if the Evaluation Team needs to validate or clarify information provided by the Bidder.

### Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

| <b>Mandatory Technical Evaluation Criteria</b> |   |            |                |                                    |
|--|---|------------|----------------|------------------------------------|
| <b>Criterion No.</b>                           | <b>Mandatory Evaluation Criterion</b>   | <b>Met</b> | <b>Not Met</b> | <b>Cross Reference to Proposal</b> |
| <b>M1</b>                                      | The Proposed Resource <b>MUST</b> have more than 10 years' experience in the use and development of commercial electronic navigation tools and software in the field of maritime transport. |            |                |                                    |
| <b>M2</b>                                      | The Proposed Resource <b>MUST</b> have more than 10 years' experience in the training and development of professional mariners.   |            |                |                                    |

| <b>Mandatory Technical Evaluation Criteria</b> |   |            |                |                                    |
|--|---|------------|----------------|------------------------------------|
| <b>Criterion No.</b>                           | <b>Mandatory Evaluation Criterion</b>   | <b>Met</b> | <b>Not Met</b> | <b>Cross Reference to Proposal</b> |
| <b>M3</b>                                      | The Proposed Resource MUST have more than 10 years (Total) of partnership with at least 3 providers and two (2) users of electronic navigation applications used in Canada, the United States, and Europe.  |            |                |                                    |
| <b>M4</b>                                      | The Proposed Resource MUST demonstrate an understanding and the experience about international standards for electronic navigation, including navigation equipment and software, training, and standards by providing examples of completed projects.   |            |                |                                    |
| <b>M5</b>                                      | The Proposed Resource MUST use navigation simulators from suppliers who are already involved in the development and integration of navigation tools and be able to integrate new standards. . It needs to be demonstrated with a description and examples of realizations (system used and context of utilization). |            |                |                                    |

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

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 – BID CERTIFICATION**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the ["FCP Limited Eligibility to Bid"](#) list at the time of contract award.

### **5.2 PROFESSIONAL SERVICES RESOURCES**

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 and at the time specified in the bid solicitation or agreed to with Canada's representatives.

- A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
- B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.

By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 5.3 CERTIFICATION OF LANGUAGE

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, at a minimum one (1) individual proposed in its bid will be fluent both in English and French at the advanced level.

### 5.4 EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 5.5 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

#### 5.5.1 Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

*"lump sum payment period"* means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

*"pension"* means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

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### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00, including Applicable Taxes.

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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**Name of Supplier's Authorized Signatory**

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**Signature of Supplier's Authorized Signatory**

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**Date**



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

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

#### **7.1.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **7.2.1 General Conditions**

[2035](#) (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

[4006](#) 2010-08-16 - Contractor to Own Intellectual Property Rights in Foreground Information

### **7.3 Security Requirements**

**7.3.1** The following security requirements (SRCL – (Annex C) and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- 7.3.1.1 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 7.3.1.2 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 7.3.1.3 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- 7.3.1.4 Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31<sup>st</sup>, 2020 inclusive.

### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephane Julien  
Title: Senior Contracting Officer  
Fisheries and Oceans Canada  
Materiel and Procurement Services  
Address: 200 Kent Street – 9N089B  
Ottawa, ON k1A 0E6  
Telephone: 343-548-5181  
E-mail address: [Stephane.Julien2@dfo-mpo.gc.ca](mailto:Stephane.Julien2@dfo-mpo.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.

### 7.5.2 Project Authority

The Project Authority for the Contract is: *(to be inserted at Contract Award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the

Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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.

### 7.5.3 Contractor's Representative

*(to be inserted at Contract Award)*

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment

7.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid, as specified in Annex "B" for a cost of \$ *(To be inserted at contract award)* Customs duties are included and Applicable Taxes are extra.

7.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

7.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

#### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed *(To be inserted at contract award)*, Customs duties are included and Applicable Taxes are extra.
2. 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:
  - a. when it is 75% committed, or
  - b. four 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$(*To be inserted at contract award*) Customs duties are included and Applicable Taxes are extra.

### **7.7.3 Method of Payment - Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### **7.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

### **7.7.5 Time Verification**

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

## **7.8 Invoicing Instructions**

7.8.1 Payments will be made provided that:

- 7.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **7.10 Applicable Laws**

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

## 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Supplemental General Conditions 4006 (2010-08-16) - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21) General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Electronic Payment Instruments
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

## 7.12 Insurance

SACC Manual clause G1005C 2016-01-28 Insurance - No Specific Requirement.

## 7.13 Limitation of Liability – Information management/Information Technology

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

### b. First Party Liability:

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

- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims:**

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

**7.14 Replacement of Specific Individuals**

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a) the name, qualifications and experience of the proposed replacement; and

- b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **7.15 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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.

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.



## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 TITLE

The Canadian Hydrographic Service must ensure that Canadian pilots will be able to use the Standard S-100 encoded hydrographic data in their daily operations. The main purpose is to provide Canada with the safest navigation system in the world.

#### 1.2 BACKGROUND

Under the Ocean Protection Plan, the Canadian Hydrographic Service will deliver hydrographic data within a 3- to 5-year horizon that will meet the International Hydrographic Organization's S-100 international standards. Standard S-100 is divided into several sub-standards, and those that affect this call for tender are:

- S-102 Bathymetry
- S-111 Surface Currents
- S-104 Water level

The CHS is currently preparing data sets that will meet these standards and wishes to support the shipping industry so that they are ready to integrate and use this data. The new tools developed will better meet the needs of Canadian pilots and ensure greater safety in cargo transportation in Canadian waters.

#### 1.3 TERMINOLOGY

- CHS: Canadian Hydrographic Service
- S-102: Bathymetric Surface
- S-111: Surface Currents
- S-104: Water Level

#### 2.0 REFERENCE DOCUMENTS

- Bathymetric Surface Product Specification S-102:  
[https://www.iho.int/iho\\_pubs/standard/S-102/S-102\\_Ed1.0.0\\_Apr12.pdf](https://www.iho.int/iho_pubs/standard/S-102/S-102_Ed1.0.0_Apr12.pdf)
- S-111 Surface Currents Product Specification:  
[https://www.iho.int/mtg\\_docs/com\\_wg/IHOTC/S-100\\_PS/S-111\\_Surface\\_Currents\\_Product\\_Specification\\_Documents/S-111\\_Surface\\_Currents\\_Product\\_Specification\\_Documents.htm](https://www.iho.int/mtg_docs/com_wg/IHOTC/S-100_PS/S-111_Surface_Currents_Product_Specification_Documents/S-111_Surface_Currents_Product_Specification_Documents.htm)
- Tides, Water Level, and Currents Working Group S-104, S-111 Compatible Data Sets and Tool/Viewers:  
[https://www.iho.int/mtg\\_docs/com\\_wg/IHOTC/S-100\\_PS/S-111-Compatible\\_Data\\_Sets/S-111-Compatible\\_Data\\_Sets.htm](https://www.iho.int/mtg_docs/com_wg/IHOTC/S-100_PS/S-111-Compatible_Data_Sets/S-111-Compatible_Data_Sets.htm)
- S-104 Tidal Information for Surface Navigation Product Specification:  
[https://www.iho.int/mtg\\_docs/com\\_wg/IHOTC/S-100\\_PS/S-104\\_Tidal\\_Information\\_for\\_Surface\\_Navigation\\_Product\\_Specification\\_Documents/S-104\\_Tidal\\_Information\\_for\\_Surface\\_Navigation\\_Product\\_Specification\\_Documents.htm](https://www.iho.int/mtg_docs/com_wg/IHOTC/S-100_PS/S-104_Tidal_Information_for_Surface_Navigation_Product_Specification_Documents/S-104_Tidal_Information_for_Surface_Navigation_Product_Specification_Documents.htm)

### 3.0 SCOPE OF WORK

Develop and test an extension or extensions to existing navigation software used in Canada that will be able to load S-100 data (provided by CHS) and allow Canadian pilots to manipulate it in navigation simulators. The goal is to demonstrate the capabilities and benefits of these functions in a commercial navigation context and validate all aspects of the standard and the displays before this new product line is officially distributed.

### 4.0 TASK/DELIVERABLES

| 4.1 Mandatory tasks:   | DELIVERABLES   | Deadlines and DELIVERY DATES  |
|--|--|---|
| <p>4.1.1 Provide a Project Plan for the development of software functions to display and use S-100 compliant data in existing commercial navigation applications used in Canada (as described below). The required layers are:</p> <ul style="list-style-type: none"> <li>-S-102 – Bathymetry data,</li> <li>-S-111 – Surface Current Data</li> <li>-S-104 – Water level data</li> </ul> <p>The plan must contain the following items:</p> <ul style="list-style-type: none"> <li>• Demonstrate the ability to perform the work requested (provide examples of completed work)</li> <li>• Identify the navigation software targeted by these additions and explain the process</li> <li>• Provide a list of functions that will be developed</li> <li>• Provide a description of the duration and costs of completion for each step (mandatory and optional parts).</li> </ul> | <p>The Contractor must provide a bilingual (French/English) project plan containing the details of the items described here.</p>   | <p>One (1) month after Contract award.</p>                            |
| <p>4.1.2 For Standard S-102 only, develop, test, and validate the implementation of software functions and demonstrate their operation in simulation mode.</p> <p>The system developed shall:</p> <ul style="list-style-type: none"> <li>- At a minimum, display S-102 data according to the display rules of the associated standard.</li> <li>- At a minimum, be able to display safety contours and according to user-defined values.</li> <li>- Add a function to query and display depth values (S-102).</li> </ul>   | <p>The Contractor shall provide a bilingual (French/English) report outlining the development, testing, and results of the simulator tests performed (benefits, issues, gaps, recommendations, etc.)</p> | <p>Seven (7) months after the approval of the project plan by CHS</p> |

|  |  |   |
|--|--|---|
| <p>- Include any other functions deemed relevant by the developer and/or pilots. Document tests, identify gaps in the standard, and identify possible improvements.</p>  |  |   |
|  | <p>The Contractor shall submit a draft version of the software to CHS</p>  | <p>Eight (8) months after the acceptance of the project plan by CHS</p> |
|  | <p>The Contractor shall submit a first functional version of the software with a report describing the improvements made to the draft version.</p>   | <p>At the latest February 28, 2020</p>                                  |
|  | <p>Demonstrate in simulation mode to CHS staff and other clients at the Contractor's facilities.</p>   | <p>By March 2020</p>  |
|  | <p>Present the work and results to CHS staff and other government partners in Canada via videoconference (Webex, etc.). Schedule a presentation in French and one in English.</p>                        | <p>By March 2020</p>  |
|  | <p>Present the work performed and the results during the "Mariners Workshop" event.</p>  | <p>By March 2020</p>  |
| <p><b>4.2 Optional tasks:</b></p>  | <p><b>DELIVERABLE</b></p>  | <p><b>Deadlines and DELIVERY DATES</b></p>                              |
| <p>4.2.1 Addition of standards S-104 and S-111 to the previously developed functions. In other words, develop, test, and validate the implementation of software functions and demonstrate its operation in simulation mode.</p> <p>The system developed shall:</p> <ul style="list-style-type: none"> <li>- Display S-104 and S-111 data according to the display rules of the associated standard.</li> <li>- Incorporate S-104 data to adjust S-102 bathymetric surfaces in real time (dynamic) to account for water level fluctuations.</li> <li>- Be able to dynamically display and regenerate user-defined safety outlines in real time.</li> </ul> | <p>The Contractor shall provide a bilingual (French/English) report outlining the development, testing, and results of the simulator tests performed (benefits, issues, gaps, recommendations, etc.)</p> | <p>Seven (7) months after the option is added to the contract.</p>      |

|  |   |   |
|--|---|---|
| <p>- At a minimum, display S-111 data according to the display rules of the associated standard.</p> <p>- Add a function to query and display depth (S-102), water level (S-104) and current (S-111) values.</p> <p>- Include any other functions deemed relevant by the developer and pilots.</p> <p>Document tests, identify gaps in the standard, and identify possible improvements.</p> |   |   |
|  | <p>The Contractor shall submit a first functional version of the software with a report describing the improvements made to the draft version.</p>                                | <p>Eight (8) months after the option is added to the contract.</p>          |
|  | <p>Demonstrate in simulation mode to CHS staff and other clients at the Contractor's facilities.</p>  | <p>Before March 2020 or 2021 (depending on when the option was added)</p>   |
|  | <p>Present the work and results to CHS staff and other government partners in Canada via videoconference (Webex, etc.). Schedule a presentation in French and one in English.</p> | <p>Before March 2020 or 2021 (depending on when the option was added)</p>   |
|  | <p>Present the work performed and the results during the "Mariners Workshop" event</p>  | <p>February/March 2020 or 2021 (depending on when the option was added)</p> |
| <p>4.2.2 For S-102 only, provide licensed access to tools developed in 4.1.2 on mobile platforms (Windows laptops, IOS and Android tablets or mobile phones). Provide costs for one, five or ten user licenses.</p>  | <p>The Contractor shall provide an application and license costs as described.</p>  | <p>Six (6) months after the option is added to the contract.</p>            |
| <p>4.2.3 For standards S-104 and S-111 only, provide licensed access to tools developed in 4.2.1 on mobile platforms (Windows laptops, IOS and Android tablets or mobile phones). Provide costs for one, five or ten user licenses.</p>  | <p>The Contractor shall provide an application and license costs as described.</p>  | <p>Six (6) months after the option is added to the contract.</p>            |

## 5.0 SUPPORT PROVIDED BY CANADA

The Canadian Hydrographic Service is committed to providing the S-102, S111, and S-104 products necessary for the development of software functions as well as its technical expertise regarding the various standards.

## 6.0 LANGUAGE REQUIREMENTS

The Contractor will provide the services in both official language French & English at the Advanced Level, as per the Language Proficiency Grid below:

| Legend/Légende      | Oral  | Comprehension   | Written  |
|---------------------|---|---|--|
| <b>Basic</b>        | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li><b>give</b> simple instructions; and</li> <li><b>give</b> uncomplicated directions relating to routine work situations.</li> </ul>                               | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts;</li> <li>grasp the main idea of texts about familiar topics; and</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul> | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul> |
| <b>Intermediate</b> | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on actions taken;</li> <li><b>give</b> straightforward instructions to employees; and</li> <li>provide factual descriptions and explanations.</li> </ul> | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and</li> <li>distinguish main from subsidiary ideas.</li> </ul>   | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>         |
| <b>Advanced</b>     | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>support opinions; and understand and express hypothetical and conditional ideas</li> </ul>   | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>understand most complex details, inferences and fine points of meaning; and</li> <li>have a good comprehension of specialized or less familiar material.</li> </ul>   | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write texts where ideas are developed and presented in a coherent manner.</li> </ul>   |

## 7.0 LOCATION OF WORK

The Contractor will work at their place of business .

## 8.0 TRAVEL

There is no Travel requirement associated with this Contract.

**ANNEX B  
BASIS OF PAYMENT**

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

**1.0 Professional Fees**

The Contractor will be paid as follows:

Initial Contract Period: Date of Contract award to March 31, 2020


|  |                                     |   |
|--|-------------------------------------|---|
| Provide a Project Plan for the development of software functions to display and use S-100 compliant data in existing commercial navigation applications used in Canada | One (1) month after Contract award. | 25% of contract value for all mandatory tasks.<br><br>\$              |
| The Contractor shall submit a first functional version of the software with a report describing the improvements made to the draft version.                            | At the latest February 28, 2020     | Another 50% of contract value for all mandatory tasks<br><br>\$       |
| At completion of all mandatory tasks during the initial Contract period.   | Before March 31 <sup>st</sup> 2020  | The remaining 25% of contract value for all mandatory tasks<br><br>\$ |
| Total Cost of initial Contract excluding tax   |                                     | \$  |

Option Period – April 1, 2020 to March 31, 2021

|  |   |  |
|--|---|--|
| As soon as the optional tasks are given to the bidder.   |   | 10 % of contract value for all optional tasks.<br><br>\$             |
| The Contractor shall submit a first functional version of the software (optional tasks) with a report describing the improvements made to the draft version. | Eight months after the option is added to the contract. | Another 50% of contract value for all optional tasks.<br><br>\$      |
| At completion of all mandatory tasks during the optional Period of the contract.   | Before March 31 <sup>st</sup> 2021                      | the remaining 40% of contract value for all optional tasks<br><br>\$ |
| Total Optional Tasks for Option Period excluding tax.  |   | \$   |

**Total of Initial Contract plus Option Period:** \$ \_\_\_\_\_

## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

|   |  |  |
|---|--|--|
|  | Government of Canada<br>Gouvernement du Canada | Contract Number / Numéro du contrat<br><b>F 7028-18-0017</b><br>Security Classification / Classification de sécurité<br>Unclassified |
|---|--|--|

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PARTIE A / CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

|   |  |   |
|---|--|---|
| 1. Originating Government Department or Organization /<br>Ministère ou organisme gouvernemental d'origine<br>Fisheries and Oceans Canada  | 2. Branch or Directorate / Direction générale ou Direction   |   |
| 3 a) Subcontract Number / Numéro du contrat de sous-traitance   | 3 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant   |   |
| 4. Brief Description of Work / Brève description du travail   |  |   |
| 5 a) Will the supplier require access to Controlled Goods? /<br>Le fournisseur aura-t-il accès à des marchandises contrôlées? <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>  |  |   |
| 5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? /<br>Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>  |  |   |
| 6. Indicate the type of access required / Indiquer le type d'accès requis   |  |   |
| 6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? /<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?<br>(Specify the level of access using the chart in Question 7 c) /<br>Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7 c) <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>                                 |  |   |
| 6 b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. /<br>Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span> |  |   |
| 6 c) Is this a commercial courier or delivery requirement with no overnight storage? /<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>   |  |   |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès  |  |   |
| Canada <input type="checkbox"/>   | NATO / OTAN <input type="checkbox"/>   | Foreign / Étranger <input type="checkbox"/>   |
| 7. b) Release restrictions / Restrictions relatives à la diffusion  |  |   |
| No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/><br><br>Not releasable / À ne pas diffuser <input type="checkbox"/><br><br>Restricted to: / Limité à: <input type="checkbox"/><br>Specify country(ies) / Préciser le(s) pays:  | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/><br><br><br>Restricted to: / Limité à: <input type="checkbox"/><br>Specify country(ies) / Préciser le(s) pays:  | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/><br><br><br>Restricted to: / Limité à: <input type="checkbox"/><br>Specify country(ies) / Préciser le(s) pays:   |
| 7. c) Level of information / Niveau d'information   |  |   |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/><br>PROTECTED B / PROTÉGÉ B <input type="checkbox"/><br>PROTECTED C / PROTÉGÉ C <input type="checkbox"/><br>CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/><br>SECRET <input type="checkbox"/><br>TOP SECRET / TRÈS SECRET <input type="checkbox"/><br>TOP SECRET (S/GINT) / TRÈS SECRET (S/GINT) <input type="checkbox"/>   | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/><br>NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/><br>NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/><br>NATO SECRET <input type="checkbox"/><br>COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/><br>PROTECTED B / PROTÉGÉ B <input type="checkbox"/><br>PROTECTED C / PROTÉGÉ C <input type="checkbox"/><br>CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/><br>SECRET <input type="checkbox"/><br>TOP SECRET / TRÈS SECRET <input type="checkbox"/><br>TOP SECRET (S/GINT) / TRÈS SECRET (S/GINT) <input type="checkbox"/> |

TBS/SC1 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified





|  |
|--|
| Contract Number / Numéro du contrat<br><b>F7028-18-0017</b>          |
| Security Classification / Classification de sécurité<br>Unclassified |

**PART A / PARTIE A (CLIENT) / PARTIE A (CLIENT)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B / PERSONNEL (SUPPLIERS) / PARTIE B / PERSONNEL (FOURNISSEUR)**

10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

|  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ     | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS       |   |   |  |

Special comments  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10 b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C / SAFEGUARDS (SUPPLIER) / PARTIE C / MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11 b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11 c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui





Government of Canada / Gouvernement du Canada

|  |
|--|
| Contract Number / Numéro du contrat<br><b>F 7028 - 18 - 0017</b>     |
| Security Classification / Classification de sécurité<br>Unclassified |

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

| Category / Catégorie                             | PROTECTED / PROTÉGÉ |   |   | CLASSIFIED / CLASSIFIÉE     |        |                          | NATO  |                                       |             |  | COMSEC              |   |   |                             |        |                          |
|--|---------------------|---|---|-----------------------------|--------|--------------------------|---|---------------------------------------|-------------|--|---------------------|---|---|-----------------------------|--------|--------------------------|
|  | A                   | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET | NATO RESTRICTED / NATO DIFFUSION RESTRICTED | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COMSEC TOP SECRET / COMSEC TRÈS SECRET | Protected / Protégé |   |   | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET |
|  |                     |   |   |                             |        |                          |   |                                       |             |  | A                   | B | C |                             |        |                          |
| Information / Assets / renseignements / biens    |                     |   |   |                             |        |                          |   |                                       |             |  |                     |   |   |                             |        |                          |
| Production                                       |                     |   |   |                             |        |                          |   |                                       |             |  |                     |   |   |                             |        |                          |
| IT Media / Support / IT Link / Lien électronique |                     |   |   |                             |        |                          |   |                                       |             |  |                     |   |   |                             |        |                          |

12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**ANNEX "D" to PART 3 OF THE BID SOLICITATION  
ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);