



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
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**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 à : 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).

Title / Titre Search Optimization Methodologies for Canadian Coast Guard Maritime Search and Rescue		Date July 23, 2021
Solicitation No. / N° de l'invitation 4500007898		
Client Reference No. / No. de référence du client(e) 30000113		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM/ 14H00 EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : August 24 2021/ 24 aout 2021		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Stacy Semé Email / Courriel: stacy.seme@dfo-mpo.gc.ca & DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
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)		
Signature	Date	



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PART 1. - GENERAL INFORMATION

1.1. Introduction

The bid solicitation is divided into seven parts plus attachments and 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;
- 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, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity – Certification.

1.2. Summary

1.2.1. Fisheries and Oceans Canada has a requirement for the development and implementation of advanced Search and Rescue Optimization Methods within Canadian Coast Guard's Automated Search Planning Tool (ASPT). This requirement will be further Research and Development, following the completion of "Implementing Probabilistic Drift and Search Optimization Methodologies in Maritime SAR" Search and Rescue (SAR) project. The intent is to establish a one-year contract for the period starting from the Contract Award Date and, 3 option years to be issued at the discretion of the Department of Fisheries and Oceans.

1.2.2. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), Canada-Honduras Free Trade Agreement, the Canada-Ukraine Free Trade Agreement, the Canada-Panama Free Trade Agreement (CPanFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-UK Trade Continuity Agreement and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) if it is in force.

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.



PART 2. - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual Standard Acquisition Clauses and Conditions manual (SACC) clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

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

Delete: 60 days
Insert: 120 days

2.2. Submission of Bids

Bids must be submitted 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.

2.3. Enquiries - Bid Solicitation

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

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 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.



2.4. 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.

2.5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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 reason 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 at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6. Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

1. To generate knowledge and information for public dissemination.

2.7. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3. - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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

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

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

Important Note:

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 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.

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.

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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

3.1.1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2. Electronic Payment of Invoices – Bid

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

If Annex "C" 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. Exchange Rate Fluctuation

SACC Manual Clause [C3010T](#) (2014-11-27), Exchange Rate Fluctuation Risk Mitigation.

Section III: Certifications

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



PART 4. - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria. Failure to demonstrate this will result in the Proposal being declared NON-COMPLIANT and the Proposal will be given no further consideration.

Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "clearly demonstrated" for the purpose of the evaluation. Supporting data may include résumés and any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work (SOW) is not sufficient.

In order to evaluate the number of years of experience attained, the Proposal shall, as a minimum, identify the month and year when the experience commenced and the month and year when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a Mandatory Criteria, wherein the number of years of experience is required in order to calculate number of years' experience attained, will result in the Proposal being declared NON-COMPLIANT.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2003 to December 2003; project 2 timeframe is October 2003 to January 2004; the total months of experience for these two project references are seven (7) months.

The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder's Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated.

It is recommended that Bidders include a grid in their proposals, cross-referring the items of the SOW and Evaluation Criteria to statements of compliance with reference to supporting data and/or résumé evidence contained in their Proposals. Any misrepresentation discovered during the assessment will disqualify the entire Proposal from further evaluation.

Information to Bidders: The compliance grid, by and of itself, DOES NOT constitute clearly demonstrated evidence. As stated in the paragraphs above, any supporting documentation and/or résumés will be accepted as such evidence.

An evaluation team composed of government officials from the DFO/CCG Technical Authority will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees that are not placed in a perceived or actual conflict of interest position by participating. Evaluation members would be subject to Conflict of Interest Guidelines.



4.1.1.1. Mandatory Technical Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

No.	Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	<p>Experience: Proposed Primary Resource must have experience in the development and implementation of an advanced Maritime Search and Rescue Resource Optimisation Methodology.</p> <p>The Bidder must have experience in the development and design of a proven Search Resource Planning Methods for Public Sector clients. Specifically, Primary Scientific Resource must have experience in the design, development documenting of a search optimisation methodology for Maritime Search and Rescue.</p> <p>The Bidder must provide one (1) or more project summaries describing, in detail, the current/previous experience in development and design of Maritime Search and Rescue Resource Planning Methods for Public Sector clients.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>Experience of the Bidder's Secondary Resource in the development and implementation of an advanced Search and Rescue Resource Optimization.</p> <p>The Bidder must provide a summary up to two (2) pages that provides the name of the secondary resource and describes, in detail, the experience that the resource has accumulated in the study or research-and-development of advanced Resource Optimization and Theory in the last 60 months. The resource must have experience working with</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



No.	Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
	GRIdded Binary (GRIB) and Monte Carlo drift products and, experience in the applied validation of Search and Rescue (SAR) optimization and drift methodologies		
M3	<p>Education: Proposed Primary Resource must have experience developing and designing an advanced Search and Rescue Resource Optimisation and Theory.</p> <p>The Primary Scientific Resource proposed by the Bidder must have a degree from a recognized college or university relevant to the field of operations research, decision analysis or related discipline.</p> <p>Bidders must include within their proposal a detailed curriculum vitae (c.v.) for the resource named in their bid; c.v.'s must include detailed listing of the experience and, educational and professional designation. Bidder must also include a copy of their degree with their submission.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>Experience: Proposed Primary Scientific resource published and applied works.</p> <p>The bidder must demonstrate that the Primary Scientific Resource</p> <ul style="list-style-type: none"> • is the author of published Scientific literature on Maritime Search and Rescue (SAR) theory. • has participated in at least one funded research project related to SAR theory, including evaluation of SAR optimisation products <p>Bidders must include within their proposal a detailed curriculum vitae (c.v.) for the resource named in their bid; c.v.'s must include detailed listing of the experience and, a reference of any published literature as an author.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*** Proposals **not meeting** the above noted **Mandatory Criteria** shall be deemed NON-COMPLIANT and therefore will not be given any further consideration.***



4.1.1.2. Point Rated Technical Criteria

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve an overall minimum score of 70% of the total score (105 out of 150 possible points) of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 70% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

In cases where more than one resource is being proposed for the same resource category and level EACH of the resources will be evaluated separately and the average of the two scores will be used for evaluation purposes for the criteria for the specific resource category and level.

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the start and end dates of the work).

No.	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
R1	<p>Expertise in Resource Optimization, including Marine SAR Resource Optimization.</p> <p>The proposed resources should have experience in the development and design of Search and Rescue Resource Planning Methods for Public Sector clients. Specifically, the Bidder must have experience in the development of methodology for Search and Rescue, including having worked on project(s) related to planning and decision making support in Maritime Search theory.</p> <p>10 point for every year of such experience for a maximum of fifty (50) points</p>	<p>12 months = 10 pts 13 to 24 months = 20 pts 25 to 36 months = 30 pts 37 to 48 months = 40 pts 49 to 60 months = 50 pts</p> <p>Maximum = 50 points</p>	
R2	<p>Primary Resource's additional experience with one or more advanced Resource Optimization Methodologies.</p>	<p>12 months = 10 pts 13 to 24 months = 20 pts 25 to 36 months = 30 pts</p>	



No.	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
	<p>The Primary Scientific Resource, proposed by the Bidder should have additional experience with one or more advanced Resource Optimization Methodologies.</p> <p>Counting years of experience <u>beyond</u> those demonstrated in M1 above, to prove experience, please provide details of each project and the resource's role in the project(s).</p> <p>10 points for every <u>additional</u> year of such experience for a maximum of five (50) points</p>	<p>37 to 48 months = 40 pts 49 to 60 months = 50 pts</p> <p>Maximum = 50 points</p>	
R3	<p>The Secondary Resource's experience with numerical analysis and/or computer simulation.</p> <p>The resource proposed as the Secondary Resource should have experience with numerical analysis or computer simulation in the last ten (10) years.</p> <p>The resource proposed as the Secondary Resource should have experience with computer simulation related to software-driven determination of probability of success, estimating the quality of search plans in the last ten (10) years. To prove experience, please provide details of each project and the resource's role in the project(s).</p> <p>5 points for every year of such experience for a maximum of twenty five (25) points.</p>	<p>12 months = 5 pts 13 to 24 months = 10 pts 25 to 36 months = 15 pts 37 to 48 months = 20 pts 49 to 60 months = 25 pts</p> <p>Maximum = 25 points</p>	
R4	<p>The Secondary Resource's experience in the Monte Carlo method or other computational algorithms.</p> <p>The resource proposed as the Secondary Resource with experience in the Monte Carlo method or similar computational algorithm(s) in the last ten (10) years</p>	<p>12 months = 5 pts 13 to 24 months = 10 pts 25 to 36 months = 15 pts 37 to 48 months = 20 pts 49 to 60 months = 25 pts</p>	



No.	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
	<p>To prove experience in the Monte Carlo method, please provide details of each project and the proposed resource's role in the project(s).</p> <p><i>Five (5) points for every year of such experience for a maximum of twenty five (25) points.</i></p>	<p>Maximum = 25 points</p>	
	<p>Minimum passing mark is:</p>	<p>105 points</p>	
	<p>Total maximum points:</p>	<p>150</p>	

4.1.2. Financial Evaluation

4.1.2.1. Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price - Bid.

4.2. Basis of Selection

4.2.1. Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of **105** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **150** points.

2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



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.

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2. 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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.



5.2.3. Additional Certifications Precedent to Contract Award

5.2.3.1. Status and Availability of Resources

SACC *Manual* clause [A3005T](#) (2010-08-16), Status and Availability of Resources.

5.2.3.2. Education and Experience

5.2.3.2.1. SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

5.2.4. Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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.

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 FPSs 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.



PART 6. - RESULTING CONTRACT CLAUSES

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

6.1. Statement of Work

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

6.1.1. Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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.

6.2. Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

6.2.1. General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of [2035](#) (2013-03-21) General Conditions - [Higher Complexity - Services](#) - Invoice Submission, is amended as follows:

Delete: [2035 12](#) (2013-03-21), Invoice Submission

Insert: **Invoice Submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);



- f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.2.1.1. Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 40 or section 41.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.2.2. Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.3. Security Requirements

- 6.3.1. There is no security requirement applicable to the Contract.



6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

6.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) 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 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.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Stacy Semé
Contracting Officer
Fisheries and Oceans Canada
200 Kent Street, Ottawa,
Ontario K1A 0E6
E-mail address: stacy.seme@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.

6.5.2. Project Authority (to be inserted at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
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.



6.5.3. Contractor's Representative (to be inserted at contract award)

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

6.6. Proactive Disclosure of Contracts with Former Public Servants (If applicable)

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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7. Payment

6.7.1. Basis of Payment

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

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

6.7.2. Limitation of Price

SACC Manual clause C6000C (20017-08-17) Limitation of Price.

6.7.3. Monthly Payments

SACC Manual clause H1008C (2008-05-12) Multiple payments.

6.7.4. Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8. Invoicing Instructions

6.8.1. The Contractor must submit invoices in accordance with subsection 7.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

6.8.2. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca with a cc to: [insert the name of the



[Project/Technical Authority](#)] and provides the required information as stated in subsection 6.8.1 above.

6.9. 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.

6.10. Applicable Laws

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

6.11. 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) the supplemental general conditions [4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions – [2035](#) (2020-05-28) Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ *insert date of bid*.

6.12. Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor).

6.13. Replacement of Specific Individuals

SACC Manual clause [A7017C](#) (2008-05-12), Replacement of Specific Individuals.

6.14. Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

6.15. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.



- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A" - STATEMENT OF WORK

1. Title

Search Optimization Methodologies for Canadian Coast Guard Maritime Search and Rescue

2. Introduction

Fisheries and Oceans Canada has a requirement for the development and implementation of advanced Search and Rescue Optimization Methods within Canadian Coast Guard's Automated Search Planning Tool (ASPT). This requirement will be further Research and Development, following the completion of "Implementing Probabilistic Drift and Search Optimization Methodologies in Maritime SAR" Search and Rescue (SAR) project. The Canadian Coast Guard (CCG) is special operating agency within Fisheries and Oceans Canada.

3. Background

Automated Search Planning Tools are complex decision support systems that assist the Maritime SAR Coordinator at a Joint Rescue Coordination Centre (JRCC) or Marine Rescue Sub-Centre (MRSC) to determine the correct search area and plan for search and rescue; these complex software programs include a search object drift simulation module which is coupled with a SAR planning module.

The Canadian Coast Guard's ASPT working group explored future options for the Canadian ASPT, culminating in the hosting of an International ASPT workshop. After a thorough examination of the alternatives; such as the United States Coast Guard's SAROPS program, the ASPT working group recommended that work be undertaken to incorporate a probabilistic drift simulation and SAR resource optimization module within the existing Canadian ASPT; i.e. Canadian Search and Rescue Program (CANSARP), thereby creating the next generation Canadian ASPT. The "Implementing Probabilistic Drift and Search Optimization Methodologies in Maritime SAR" project was completed. The Coast Guard wishes to further research develop Search and Rescue optimization and probabilistic drift functionality in CANSARP.

Two (2) resources, one primary and one secondary, are required. The expected workload for each resource is as follows:

- Primary resource : 7.5 hours per week
- Secondary resource : 15 hours per week

Hours must be worked during regular business hours (between 6AM and 6PM).

The Contractor must provide scientific expertise in support of improvement to the existing optimization methodologies already in place. The contractor must participate in exercises with the Automated Search Planning Tools (ASPT) to analyze and integrate the complexities of search and rescue coordination into the optimization methodology. The contractor will validate their theory for approval by the ASPT working group, as required, which may include but is not limited to the following.

- Participation in ASPT meetings, in person or electronically.
- Receipt of CANSARP use cases and output of saved CANSARP electronic "cases".
- Field trials at the expense of the Department of Fisheries and Oceans.
- Field trials involving the Department of National Defense (DND). Receipt of DND's SAR Mission Management System (SMMS) use cases and output of saved CANSARP electronic "cases".
- Involvement with DND will be negotiated and managed exclusively by the Department of Fisheries and Oceans on behalf of the ASPT or the contractor.
- Field trials as part of exercises involving the scientific and academic communities, and other government departments at no cost to the Department of Fisheries and Oceans.
- Coordinate tasks and resources efficiently to achieve completion of the work on time.



- Electronic or real-world simulation to test theory generated by the contractor, the ASPT working group and the scientific community.

The Contractor's proposed work schedule and any changes post start-up will require written approval by the Project Authority.

2. Scope

The purpose of this contract is to facilitate the ongoing development, implementation and integration of advanced SAR resource planning methods, such as the Search and Rescue Planning system (SARPLAN), within Canada's Automated Search Planning Tool (ASPT). This will improve the efficiency of planning maritime searches and allocation of marine, air and ground resources in support of a maritime SAR case.

3. Objectives

The Canadian Coast Guard's Integrated Technical Services (ITS) is working to improve the ability of the Canadian ASPT (CANSARP) to determine the area where Search and Rescue Units (SRUs) are sent, and determine the search pattern(s) executed, by improving the probabilistic drift methodology based on the Monte Carlo method. They are also working to develop an Application Programming Interface (API) so that SAR planning information can be more easily shared with other Canadian SAR Case Management Tools.

The objective of this contract is for the provision of scientific expert services to assist the Integrated Technical Services (ITS) Directorate of DFO/CCG in

- Improvement of the advanced SAR resource optimization method currently implemented in CANSARP (Canada's Maritime ASPT software application), in order to improve the efficiency of planning and allocation of Marine, Air and Ground resources in support of a Maritime SAR case. The contractor will take into consideration expert knowledge of the SAR Mission Coordinators (SMC); and,
- assisting ITS in integrating the advanced SAR resource optimization method within Canada's ASPT.

4. Tasks

The provision of this contract is to aid ITS in its efforts to develop and implement improvements the advanced Search Optimization module within the CANSARP application.

The tasks will include the following:

- Assist Canadian Coast Guard (CCG) in adapting the manual SAR Resource Planning component in CANSARP to accommodate a new Monte Carlo probability field;
- Assist CCG in improving visual functionality present for drift, search areas and search patterns in CANSARP;
- Improve SAR Optimization methods within CANSARP (Maritime SAR environment);
- Input into the use of search object, types and associated characteristics as specified in the International Aeronautical and Maritime Search and Rescue Manual (IAMSAR) and Canadian Aeronautical and Maritime Search and Rescue Manual (CAMSAR) manuals;
- Input into the use of search pattern types as specified in the IAMSAR and CAMSAR manuals;
- Continue development of the present optimisation methodology, in such a way that it will remain fully implementable and compatible with the Canadian Search and Rescue Program (CANSARP) environment;
- Aid ITS in efforts to develop and implement the module within the CANSARP environment such that results will be displayed graphically within the user interface;
- Recommend an optimal layout of search and rescue patterns for a maritime search to maximize Probability of Detection (POD) and Probability of Success (POS);
- Provide recommendations regarding but not limited to the following.



- the environmental visibility, light and sea state and the need to recommend safe allocation of resources
- operational elements of search theory and its application within CANSARP. Ex. SAR resource Transit Time to Scene and resource Endurance, Lateral Range, resource Sweep Widths as specified in CAMSAR (and other factors associated with the resource, the search object and the environmental data inputs);
- Validate that the implemented solution(s) will allow the user the ability to interact with the system in such a way as to override parts of the initial recommendation or impose additional constraints.
 - Review recommendations by the previous research and development, and the ASPT working group.
 - Provide input into research and development, and software work plans.
 - Evaluation of the use of the software and methodology in the field.
 - Provide feedback on sample cases and those used in live SAR cases by the Rescue Centres, provided by the ASPT working group.

5. Deliverables

Project Work Plans, Requirements Specifications, Methodology Documents

The contractor will maintain a complete work plans, requirements specifications and methodology documents for the project. These documents are a critical living component of the work that will transfer the knowledge to the programmers, maintainers, life cycle managers and trainers for ongoing support of the CANSARP system after the project is complete. The documents will be updated with the approval of the ASPT, as detailed below. Canadian Coast Guard will arrange access to CCG subject matter experts, e.g. SAR Mission Coordinators and SAR training staff, as required.

The work plan will contain the schedule, the personnel assigned to the project, a brief summary of each task, and key coordinates for the project resources (addresses, phone no., fax no., e-mail address, names, etc.). This will be completed in conjunction with ITS programmer analysts who will provide input as to the time required to programmatically implement the solution(s).

The Requirements Specification (RS) documents will be created by the contractor for each Project Work Plan task, as approved by the ASPT Working Group. The Requirement Specification details the unambiguous determination and definition of the expected product. The user requirements, functional requirements, data requirements and other special requirements or constraints must be defined and agreed upon by the contractor and the Canadian Coast Guard prior to ITS proceeding with the Design stage. An Impact Assessment defining the impact of integrating into CANSARP the requirements specification may be provided by ITS for review by the Contractor and/or ASPT, if required. The RS documents will include changes required to the formulas for calculating Probability of Detection (POD) and other figures of merit. This documentation should be sufficiently detailed as to allow the independent development of each module by ITS staff at the Coast Guard College.

Implementation will take place at the Canadian Coast Guard College by the ITS CANSARP development team. It is expected that the software module will undergo several iterations and quality assurance. The contractor will work closely with the ITS CANSARP team which will be implementing the revised POS formulas and other figures of merit, and the SAR Optimization modules into the CANSARP environment. Coast Guard ITS will provide the contractor with a complete CANSARP system as part of this stage of the project. Any software modules which result of validation of methodology on the part of the contractor must function within the CANSARP environment and not include any proprietary software components or otherwise be incompatible with CANSARP. The CANSARP development environment is a C, C++ and Gnome/GTK + application running on the x86 Solaris and Linux operating systems.

The contractor will assist the ITS group in validating the software implementation. This validation will utilize both historical and current data gathered from a live field trial. The purpose of this validation process is to:



- Ensure that the developed methodology has been properly implemented; and
- Ensure that all of the requirements from the RS have been covered.

Testing will be carried out using the final beta version of the software.

It is expected that minor software modifications resulting from validation testing will be required. The contractor will work with the ITS CANSARP programming group to ensure that these changes are properly implemented and tested.

A brief report will be prepared outlining the results of the validation and the subsequent required modifications.

Upon the successful completion of validation, the contractor will prepare a final report. The report will contain the final configured version of the detailed design for the SAR Optimization modules. It will contain recommendations for the next steps related to methodology and implementation within CANSARP. It will contain the results of product validation.

The Project Authority requires 10 business days to review draft documents before acceptance by the ASPT (signature by the Project Authority).

SAR Mission Coordinator

The SAR Mission Coordinator (SMC) is the final decision maker when planning any search and must retain the option to over-ride or alter any part of the recommended optimization solution. The method must therefore be adaptable to user intervention.

The Coast Guard SMC is both the end user and the subject area expert in planning and coordinating Maritime SAR.

CANSARP Development Environment

The development environment platform for the ASPT NIF version of CANSARP is the Oracle Solaris operating system and Linux. The primary development language is C and C++ and the Oracle Solaris Studio IDE. The graphical toolkit/environment is Gnome/GTK. Some elements of the software may be derived from or comprised solely of open source products written in C, C++, Python or other languages used on Linux and Solaris.

6. Method and Source of Acceptance

The terms and conditions contained in this section will apply to the acceptance of all deliverables associated with the contract.

Contractor Internal Testing/Validation

The contractor agrees to thoroughly test and validate all deliverables for correctness, as appropriate under the circumstances, at all stages of development. Any test documents generated for this process shall be delivered to the Canadian Coast Guard including written reports of any issues that arise during the tests.

Review, Testing and Acceptance

The Canadian Coast Guard shall review and evaluate all documents and other deliverables submitted and shall submit an acceptance or rejection to the contractor within 10 working days of receipt of the deliverable. This review will be conducted by the Project Authority and may involve the ASPT working group where appropriate or subset thereof.

Delays



If either the contractor or Canadian Coast Guard is aware or becomes aware of a delay that will prevent the contractor from meeting the timeframe of a scheduled deliverable, the party shall inform the other party of the delay and the reason for the delay in writing. If the delay is caused by the contractor, then the contractor will be provided up to 30 days to correct the problem and complete the deliverable. If the reason for the delay originates within the Canadian Coast Guard, the schedule will be adjusted to reflect the change in the form of a contract amendment issued by the Contracting Authority.

Deliverable Timeframe

Proposed changes to the deliverables or timeframe will be agreed to in writing between the Contractor and the Project Authority and authorized with a formal contract amendment, issued by the Contracting Authority, signed by all parties. The contractor is not to perform work in excess of or outside the scope of this contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

If the contractor is unable to meet any deliverable within the dates specified in the schedule, after the application of any reasonable extension and written requests for corrective action, or if the deliverables cannot be accepted due to failure to meet the project requirements, then CCG may through a contract amendment issued by the Contracting Authority, at its option, extend the schedule further to correct the issues, suspend the contract until the issue is corrected to CCG's satisfaction, and/or, if the failure to deliver or uncorrected error is material, terminate this Agreement.

7. Contractor Responsibility

Notwithstanding anything else contained herein to the contrary, the contractor shall be responsible for ensuring that any algorithms and methods developed during this contract meet all of the requirements agreed to in the Requirements Specification.

8. Reporting Requirements

To facilitate the management of the project, one (1) copy of a progress report shall be submitted on a monthly basis to the Project Authority. This report shall be short and concise; not exceeding two (2) typewritten pages, but may be supplemented by other documents in appendices.

The format of the progress report should be as follows:

- A list of all persons actively engaged on the project and their functions;
- Current status of the work, containing:
 - ✓ an estimate of the percentage of work completed,
 - ✓ the percentage of time elapsed,
 - ✓ the percentage of the project budget spent,
 - ✓ whether the project will be completed within the established schedule and the agreed financial limitation;
- Work accomplished since the period last reported;
- Problem areas, if any;
- Work to be addressed in the coming months;
- Any action required by the Canadian Coast Guard; and,
- Contacts made with outside agencies or companies, or major visits related to the project. The Contractor is required to identify and record names and addresses of individuals or organizations, to be used for subsequent information dissemination.

The report shall be delivered to the Canadian Coast Guard at monthly intervals. Delivery of the monthly status report may be accomplished by e-mail, to the convenience of the



Contractor and the Project Authority.

All reports are to be provided in Microsoft Word or .pdf, or as text within an email, as directed by the Project Authority. All deliverables shall be submitted to the Project Authority according to project and technical standards.

The Project Authority will monitor the progress of the Contractor. The Project Authority will review all work provided by the Contractor. The Project Authority requires 10 business days to review a draft document.

The Project Authority will provide comments to the Contractor indicating any changes required. In addition, all information and material created under the Contract, including graphic materials, rough notes, file information, maps, data, computer software and source code, and reports shall be the property of Canada, unless otherwise stipulated by the Canadian Coast Guard Project Authority.

9. Project Management Control Procedures

The Project Authority is responsible for all matters concerning the technical content of the work under this requirement. Proposed changes to the Statement of Work must be discussed with the Project Authority and approved by a contract amendment issued by the Contracting Authority prior to acceptance. The contractor is not to perform work in excess of or outside the scope of this contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

The Project Authority will:

- Handle financial administration of the project ;
- Appoint the Technical Authority;
- Consult regularly (bi-weekly at a minimum) with the technical authority regarding progress on the project;
- Coordinate meetings between the Contractor and the project stakeholders such as the ASPT working group;
- Coordinate monthly meetings with the contractor and the technical authority. These meetings may be expanded to include the whole or a subset of the Technical
- Review all materials delivered related to the project.

Contracting Authority will be responsible for final acceptance of all deliverables.

The Technical Authority will:

- Review all work submitted by the contractor;
- Coordinate communication between the ITS CANSARP team and the contractor. There will be a high level of communication between these two groups particularly during the implementation phases of the project;
- Disseminate to the Project Authority, the ITS CANSARP team, and ASPT Working Group all documents submitted by the contractor for review;
- Monitor contract progress against the timelines for this project and the overall work mentioned above; and,
- Brief the Project Officer on any issues that arise which may impact on the scheduling or costs associated with the project;

The ASPT Working Group will:

- Review all deliverables and documents to ensure that the contract is meeting the stated requirements;
- Attend meetings to monitor contract progress against the timelines for this project and the overall NIF project;
- Provide technical input and advice to the Project Authority and Technical Authority.



10. Change Management Procedures

Requests to change the scope of the project must be submitted in writing to the Project Authority. The Technical Committee will then be convened to consider the impact of any scope change. All changes in scope must be mutually agreed upon by the Project Authority and the Contractor and approved by a contract amendment issued by the Contracting Authority prior to acceptance.

11. Ownership of Intellectual Property

Intellectual Property ownership developed under this contract will remain with Fisheries And Oceans Canada (DFO).

All results and correspondence from this project are the property of DFO, and shall not be released or distributed by the contractor without the prior permission of DFO, or unless specifically required by law.

This project is based around the CANSARP 6.0 application which has been licensed using the GNU General Public License (GPLv3). Consequently, any source code developed and integrated into CANSARP as part of the contract must also share the same license. For details on the GPLv3 license, please refer to <http://www.gnu.org/copyleft/gpl.html>



ANNEX "B" - BASIS OF PAYMENT

Initial Contract Period: From Date of Contract to March 31, 2022

Table 1

Item	Description	Estimated Cost (CAD \$)
1	All-inclusive firm price for the completion of the work as described in the Statement of Work.	\$
Estimated Total (excluding taxes)		\$

Option Period 1: From April 1, 2022 to March 31, 2023

Table 2

Item	Description	Estimated Cost (CAD \$)
1	All-inclusive firm price for the completion of the work as described in the Statement of Work.	\$
Estimated Total (excluding taxes)		\$

Option Period 2: From April 1, 2023 to March 31, 2024

Table 3

Item	Description	Estimated Cost (CAD \$)
1	All-inclusive firm price for the completion of the work as described in the Statement of Work.	\$
Estimated Total (excluding taxes)		\$

Option Period 3: From April 1, 2024 to March 31, 2025

Table 4

Item	Description	Estimated Cost (CAD \$)
1	All-inclusive firm price for the completion of the work as described in the Statement of Work.	\$
Estimated Total (excluding taxes)		\$

Total (Table 1 + Table 2 + Table 3 + Table 4)	\$
------------------------------------------------------	-----------



ANNEX "C" 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):

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