

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 301 Bishop Drive | 301 promenade Bishop Fredericton, New Brunswick | Nouveau-Brunswick E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfompo.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 ciannexée, au(x) prix indiqué(s).

Title - Sujet

Review, update and deliver two technical maintenance course on the Differential Global positioning system (DGPS) and Nautel Marine Transmitters

Date

February 21, 2017

Solicitation No. - Nº de l'invitation

F5211-160642

Client Reference No. - No. De Référence du Client

F7003-16J080

Solicitation Closes - L'invitation prend fin

At /à: 1400 AST (Atlantic Standard Time)/ HNA (heure normale de

l'Atlantique)

On / le: April 4th, 2017

F.O.B. - F.A.B

GST - TPS

Duty - Droits

Destination See herein — Voir aux présentes

See herein — Voir aux

présentes

Destination of Goods and Services - Destinations des biens et services

See herein — Voir aux présentes

Instructions

See herein — Voir aux présentes

Address Inquiries to -

Adresser toute demande de renseignements à

Nancy Paquette Contracting Officer

Fisheries and Oceans Canada

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Delivery Required -Livraison exigée

See herein — Voir aux présentes

Delivery Offered -Livraison proposée

Vendor/Firm Name, Address and Representative - Raison sociale, 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/Firm (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Date Signature



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part6 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 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. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssiiss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

1.2 Statement of Work

The Work to be performed is accordance with the Statement of Work at Annex A.

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.

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: 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 SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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 <u>2003</u> (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 - Procurement Business Number - of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

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 only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit 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)** business 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 the province or territory where the goods and/or services are to be rendered.

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.

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** (one (1) hard copy **OR** one (1) soft copy in PDF format)

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

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

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

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

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

- use 8.5 x 11 inch (216 mm x 279 mm) paper; a)
- 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 (http://www.tpsqc-pwqsc.qc.ca/ecologisation-greening/achatsprocurement/politique-policy-eng.html). 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: **Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

- Bids will be assessed in accordance with the entire requirement of the bid solicitation (a) 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

Please refer to ANNEX D for details

4.1.2 **Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

Basis of Selection 4.2

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.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 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) 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.

5.1.2 Certification Required with Bid

5.1.2.1 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 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 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 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 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: and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Date

5.1.2.2

5.1.2.3

Signature

If the answer to the question and, as applicable, the information are not submitted in or with the bid, 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. 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, including Applicable Taxes.

For all contracts awarded during the lump sum payment perio of fees that may be paid to a FPS who received a lump sum princluding Applicable Taxes.	
Signature Signature	Date
Status and Availability of Resources	
The Bidder certifies that, should it be awarded a contract as a solicitation, every individual proposed in its bid will be available. Work as required by Canada's representatives and at the time solicitation or agreed to with Canada's representatives. If for recontrol, the Bidder is unable to provide the services of an indivibid, the Bidder may propose a substitute with similar qualificate experience. The Bidder must advise the Contracting Authority the substitution and provide the name, qualifications and experience replacement. For the purposes of this clause, only the treasons will be considered as beyond the control of the Bidder maternity and parental leave, retirement, resignation, dismissing termination of an agreement for default.	le to perform the e specified in the bid reasons beyond its vidual named in its tions and of the reason for erience of the he following er: death, sickness,
If the Bidder has proposed any individual who is not an employing the Bidder certifies that it has the permission from that individe his/her services in relation to the Work to be performed and to resume to Canada. The Bidder must, upon request from the Cauthority, provide a written confirmation, signed by the individe permission given to the Bidder and of his/her availability. Fails the request may result in the bid being declared non-responsi	ual to propose o submit his/her Contracting lual, of the ure to comply with
Signature	Date
Education and Experience	
The Bidder certifies that all the information provided in the rés supporting material submitted with its bid, particularly the info to education, achievements, experience and work history, has the Bidder to be true and accurate. Furthermore, the Bidder windividual proposed by the Bidder for the requirement is capal the Work described in the resulting contract.	rmation pertaining s been verified by varrants that every

The Contractor's Representative for the Contract is:

5.1.2.5

5.1.2.4 Contractor's Representative

Name Title: Addre Telepl Facsir E-mai	hone: mile:
Supp	lementary Contractor Information
depar contra	ant to paragraph 221 (1)(d) of the Income Tax Act, payments made by tments and agencies under applicable services contracts (including acts involving a mix of goods and services) must be reported on a T4-Appenentary slip.
requir which	nable the Department of Fisheries and Oceans to comply with this ement, the Contractor hereby agrees to provide the following information it certifies to be correct, complete, and fully discloses the identification o ontractor:
a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business corporation or partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d)	For corporations, the BN, or if this is not available, the GST/HST number If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
The fo	ollowing certification signed by the contractor or an authorized r:
	tify that I have examined the information provided above and that it is and complete"
	Signature
	Print Name of Signatory

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 **Security Requirements**

- 6.1.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.
 - 6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 - 6.1.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS. granted or approved by CISD/PWGSC.
 - 6.1.1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
 - 6.1.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
 - 6.1.1.5 The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C:
 - b. Industrial Security Manual (Latest Edition).
 - 6.1.1.6 To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at chantal.leroux@dfo-mpo.gc.ca or at 506-851-7777 phone.
 - 6.1.1.7 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status. you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

6.2 Statement of Work

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

Standard Clauses and Conditions 6.3

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-andquidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: 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.

6.3.1 General Conditions

<u>2010B</u> (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of 2010B referenced above is amended as follows:

Delete section 31 in its entirety.

6.3.2 Supplemental General Conditions

SACC Manual Clause A7017C (2008-05-12), Replacement of Specific Individuals

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, 2018 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 one (1) 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 at least fifteen (15) 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Paquette
Title: Contracting Officer

Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services

Address: 301 Bishop Drive

Fredericton, NB, E3C 2M6

E-mail address: <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u>

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 entered at contract award)

The Project Auth	nority for the Contract is:
Name: Title: Organization: Address:	
Facsimile:	
Work is being ca the technical con discussed with t authorize chang	nority is the representative of the department or agency for whom the arried out under the Contract and is responsible for all matters concerning then tof the Work under the Contract. Technical matters may be he Project Authority, however the Project Authority has no authority to es to the scope of the Work. Changes to the scope of the Work can only ha contract amendment issued by the Contracting Authority.
Contractor's Re	epresentative
Name: Title: Organization: Address:	
Facsimile:	

6.6 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.5.3

6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
- 6.7.1.2 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.

6.7.1.3 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.

6.7.2 Limitation of Expenditure

- 6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
- 6.7.2.2 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 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 6.7.2.3 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.

6.7.3 Authorized Travel and Living Expense

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.8 Invoicing Instructions

- **6.8.1** Payments will be made provided that:
 - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered**.

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 general conditions (2015-07-03), General Conditions Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirement Check List;
- (f) the Contractor's bid dated (insert date of bid)

6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

6.13 Insurance G1005C (2016-01-28)

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

ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title: One (1) Technical Instructor, Electronic Systems to deliver two technical training and maintenance courses.

1.2 Introduction

The Department of Fisheries and Oceans (DFO) Canadian Coast Guard (CCG) requires the services of a qualified instructor to deliver the *Differential Global positioning system (DGPS) and Nautel Transmitter (ND2000, ND500II) Maintenance Course* to DFO/CCG field maintenance technologists.

1.3 Background

The training of Regional Electronics Maintenance Technologists is highly specialised. Their role as members of the technical community is to support, maintain and repair the department's physical assets. The Differential GPS equipment used to provide safe navigation in Canadian waters is one such system that is maintained by these technologists.

The CCG College currently does not have the resources to deliver this training, which is required by the Canadian Coast Guard. Therefore, we must look to outside contractors who have the knowledge and capacity to assist in delivering this technical training.

2.0 Objective

The objective of the requirement is to acquire the services of a qualified instructor to review, update and deliver two technical maintenance course on the Differential Global positioning system (DGPS) and Nautel Marine Transmitters to DFO/Canadian Coast Guard employees.

3.0 Contract Period

The contract period is from date of Contract award to March 31, 2018 inclusive.

The services of the Contractor are required for a period of approximately 7.5 weeks commencing on or about April 14, 2017. The actual training sessions are to take place April 19 to May 4, and November 7 to November 22, 2017, following preparatory work. The expected completion date of this project is November 23, 2017.

4.0 Requirements

4.1 Tasks

The Contractor's resource is responsible for but not limited to the following tasks:

- A. Providing an overview of the Differential Global positioning system, giving the learners an understanding of GPS systems in general so they can understand the Canadian system;
- B. Explaining the differences between the GPS and DGPS systems;
- C. Providing to the students the information they require to enter commands with the proper syntax for the system's Operating System. The contractor will also teach how to navigate between directories and transfer files between resources in the system's Operating System;

- D. Explaining the functions of the Control Monitor equipment;
- E. Teaching the students the proper procedures to power up the control monitor. communicating with the DGPS Station, and Monitor the DGPS system;
- F. Explaining the theory of operation of the DGPS Remote Site Equipment Fault Tolerant Marine Beacon (FTMB) Rack;
- G. Explaining the theory of operation of the Fault Tolerant Marine Beacon Software:
- H. Explaining the Initial System Integrity Tests;
- Explaining the required maintenance procedures for the DGPS system and Troubleshooting I. procedures for the DGPS:
- Explaining the theory of operation of the FERRUPS system, and demonstrate the Communication with the FERRUPS Uninterruptable Power Supply (UPS) through the Control Station (CS) and Control Monitor (CM) computer equipment:
- K. Providing instruction to allow the trainees to safely and effectively troubleshoot the Nautel ND2000 Transmitter:
- L. Providing instruction to allow the trainees to safely and effectively troubleshoot the NX2000TUB Antenna Tuning Unit;
- M. Providing instruction to allow the trainees to safely and effectively maintain the Nautel ND500II Transmitter:
- N. Providing instruction to allow the trainees to effectively troubleshoot the NX500TUB Antenna Tuning Unit;
- O. Monitoring learners during a series of laboratory exercises on the system, designed to promote safe learning during the training session;
- P. Monitoring and evaluating the trainees throughout a variety of fault-finding scenarios to allow the trainees to demonstrate they can safely and effectively diagnose and troubleshoot the system:
- O. Administering a theory exam;
- R. Administering a practical exam to each learner, individually. The practical exam must consist of three individual fault scenarios: and
- S. Preparing an *End of Course Report*, following each technical course.

In addition, the course must provide the training necessary for Electronics Engineering Systems Technologists to maintain the Differential Global positioning system (DGPS) and the Nautel 500 and 2000 transmitters.

The course focuses on safety issues, the operation of individual units, signal flow, safe maintenance procedures, efficient diagnostics and troubleshooting techniques and proper service procedures.

The course must cover a combination of 40% theory and 60% practical, and taught to block level with each of the systems components taught individually and as a system.

The DGPS and Nautel Transmitter maintenance course topics must include:

- Introduction to GPS
- Canadian DGPS system
- Equipment Software and Communications
- Control Monitor (CM) Hardware
- Control Monitor (CM) Operational procedures
- Remote Site Equipment FTMB Rack Equipment
- Fault Tolerant Marine Beacon software
- Initial System Integrity Testing
- System Maintenance
- Ferrups Uninterruptable Power Supply
- Nautel ND2000 (High Power Transmitter)
- Nautel ND2000 TUB (Antenna Tuning Unit)
- Nautel ND500II (Lower Power Transmitter)
- Nautel ND500II TUB (Antenna Tuning Unit)

5.0 Deliverables and Timelines

Deliverable		Content/Task	Format	Timeline
1	Course set-up and system maintenance	System verification and instructor preparation	N/A	April 14 to April 18 and October 24 to November 6, 2017
2	Course materials	Delivery of Technical Training Course	Microsoft PowerPoint PDF	April 19 to May 4, and November 7 to November 22, 2017
3	End of Course Report and Candidate Reports Submission	End of course reporting, lab and classroom clean- up	Microsoft Word or PDF format	May 5 and November 23, 2017

6.0 Specifications and Standards

The training will be evaluated in accordance with the ITS Technical Training standards, via a written theory exam and a practical evaluation. Trainees will also provide an assessment of training upon completion of the course.

7.0 Method and Source of Acceptance

The training will be evaluated in accordance with the ITS Technical Training standards, via a written theory exam and a practical evaluation. Trainees will also provide an assessment of training upon completion of the course.

The End of Course report will also be reviewed by the Superintendent, Marine Maintenance and Equipment Training (MMET) before it is signed prior to submission to CCG Headquarters.

8.0 Reporting Requirements

he Contractor is responsible to submit a detailed End of Course report with the results of the training and any deficiencies identified for corrective action. A Candidate report for each trainee is also required, for approval and submission to CCG Headquarters.

9.0 Project Management Control Procedures

All technical details of the work under this contract must be addressed through the Project Authority at the office of the Superintendent of Marine Maintenance and Equipment Training.

10.0 Change Management Procedures

The Project Authority will consult with the DFO Contracting Authority should there be a change in the scope of the requirement to determine the options available to accommodate the requirement.

11.0 Other Terms and Conditions of the SOW

11.1 Authorities

The Project Authority will be identified at the time of Contract Award.

11.2 DFO Support

The College will provide classroom, laboratory spaces and necessary equipment and reference documentation to deliver this training.

11.3 Contractor's Obligations

The Contractor must:

- Return all materials belonging to DFO upon completion of the Contract;
- Report to the Project Authority any special circumstances or events affecting the provision of the required services;
- Attend meeting(s) with stakeholders;
- Participate in teleconference(s) as needed; and
- Attend meeting(s) at DFO sites, if required.

11.4 Location of Work, Work site and Delivery Point

The work will be carried out at the Canadian Coast Guard College, 1190 Westmount Road, Sydney, Nova Scotia

11.5 Language of Work

The work for this contract will be carried out in English with French assist. All deliverables must be submitted in English and the Contractor's resource must have an advanced proficiency in English and French for the written, verbal and comprehension areas as described in the table below. **Please see Annex E - Language Proficiency Grid**

11.6 Travel and Living

The College will provide meals and accommodations at no expense to the Contractor during the courses.

The Crown will not reimburse the Contractor for any travel expenses as part of this Contract.

12.0 Required Resources or Types of Roles to be Performed

The Contractor must provide technical instruction to regional technologists in a classroom/laboratory environment, and monitor the progress of the trainees. The Contractor must also complete and submit detailed reports on the trainees' performance during the training.

13.0 Applicable Documents and Glossary

13.1 Applicable Documents

Any and all documents required by the Contractor to deliver this training will be provided under by the Canadian Coast Guard College.

13.2 Relevant Terms, Acronyms and Glossaries

ATU Antenna Tuning Unit CS Control Station CM Control Monitor

DGPS Differential Global Position System

GPS Global Position System
FTMB Fault Tolerant Marine Beacon
UPS Uninterruptible power Supply

ANNEX "B" BASIS OF PAYMENT

Contract Period Tables:

The below represents an all-inclusive cost for the provision of all services, including all associated costs necessary to carry out the required work as described in Annex A- Statement of Work.

A: Firm all inclusive prices for Initial Contract Period

	Table 1 - Initial Contract Year One – From Contract Award to March 31, 2018							
Description of Requirement (Course)		Quantity (A)	Unit of Measure	Firm, all-inclusive price				
1	Cost to deliver Differential Global Positionning System (DGPS) and Nautel Transmitter course to DFO Staff of up to 8 people. Course in April 2017	1	Per course	\$				
2	Cost to deliver Differential Global Positionning System (DGPS) and Nautel Transmitter course to DFO Staff of up to 8 people. Course in November 2017	1	Per course	\$				
		\$						
		\$						

B- Firm all inclusive prices for Optional Year Periods

Table 2 – Optional Period One – April 1, 2018 to March 31, 2019							
Description of Requirement (Course)		Quantity (A)	Unit of Measure	Firm, all-inclusive price			
1	Cost to deliver Differential Global Positionning System (DGPS) and Nautel Transmitter course to DFO Staff of up to 8 people. Course dates to be determined with the Project Authority	2	Per course	\$			
		\$					
			Applicable taxes	\$			

For the provision of all professional services, including all associated costs necessary to carry out the required work described in the Statement of Work in Annex "A" for Initial Firm Period Contract and Optional Years;

- Prices are firm.
- Prices are in Canadian Dollars.
- Prices exclude GST/HST; GST/HST will be added as a separate item, on any invoice issued as a result of a Contract.

ANNEX "C" - SECURITY REQUIREMENT CHECK LIST

Government Gouvernement of Canada du Canada	ent			Con	tract Number / Numéro du	contrat	
		-		Security (F7003-16J080 Classification / Classification	do of a site	
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LISTE	SECURITY REQ DE VÉRIFICATION DES E	XIGENCES F	RELATIVE	LIST (SF	RCL) SÉCURITÉ (LVERS)		
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DFO / CCG College	nental d'origine			MMET	ch or Directorate / Direction	générale ou Direc	tion
3. a) Subcontract Number / Numéro o	lu contrat de sous-traitance	3. b) Name a	nd Address	s of Subc	ontractor / Nom et adresse	du sous-traitant	
4 Brief Description of Miss. S		Centreville,	NS BOP 1	J Service 1J0	s/ Jacques Verville/ 976	Monica Crescer	nt RR,
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 a) Will the supplier require access the fournisseur aura-t-il accès à c 	les marchandises contrôlées?	***************************************				[Z] No □	Yes
b) Will the supplier require access t Regulations?	o unclassified military technica	i data subject t	o the provis	sions of th	ne Technical Data Control	V Non] Yes
Le fournisseur aura-t-il accès à d Réglement sur le contrôle des do	les données techniques militai onnées techniques?	res non classifi	ées qui son	nt assujet	ties aux dispositions du	Non	J Out
Indicate the type of access required							
 Will the supplier and its employe Le fournisseur ainsi que les emp (Specify the level of access using (Préciser le niveau d'accès en utilité) 	the chart is Owneries 7	nseignements	ou a des bi	informations PRO	on or assets? TÉGÉS et/ou CLASSIFIÉS	? ✓ Non	Yes Oui
b) Will the supplier and its employer No access to PROTECTED and	es (e.g. cleaners, maintenance	personnel) rec	uire acces	s to restri	cted access areas?	[7] No [TYes
L'accès à des renseignements ou	a des biens PROTEGES et/o	U CLASSIFIES	n'eel nes	à des zor autorisé	nes d'accès restreintes?	Non L	Jour
S'agit-il d'un contrat de messagei	elivery requirement with no over tie ou de livraison commercial	ernight storage?	osage de n	uit?		No.	Yes
7. a) Indicate the type of information the	nat the supplier will be required	to access / Ind	liquer le typ	pe d'infor	nation auquel le fournisseu	r devra avoir accès	J Oui
Canada 7. b) Release restrictions / Restrictions		O OTAN	1		Foreign / Étranger		
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Contract Number / Numéro du contrat F7003-16J080 Security Classification / Classification de sécurité

PART A (continued) PARTIE A (suite)	S i drawning on the control of		
8. Will the supplier require access to PRC	seignements ou a des biens COMSE	SEC information or assets? C désignés PROTÉGÉS et/ou CLASSIFIÉS?	No Yes
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SITE ACCESS ACCES AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux :			
NOTE: If multiple levels of screen REMARQUE: SI plusieurs niveaux	ing are identified, a Security Classific de contrôle de sécurité sont requis, u	ation Guide must be provided. un guide de classification de la sécurité doit être feu	ımi.
10. b) May unscreened personnel be used Du personnel sans autorisation sécu	or portions of the work? itaire peut-il se voir confier des partie	s du travail?	No Yes
if Yes, will unscreened personnel be Dans l'affirmative, le personnel en qu	escorted: estion sera-t-il escorté?		□ No □ Yes
			LI Non LI Oui
PART C - SAFEGUARDS (SUPPLIER) / P INFORMATION / ASSETS / RENSEIGNE		ION (FOURNISSEUR)	
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		ASSIFIED information or assets on its site or eignements ou des biens PROTEGES et/ou	Non Yes
 b) Will the supplier be required to safege Le fournisseur sera-l-il tenu de protég 	iard COMSEC information or assets? jer des renseignements ou des biens	COMSEC?	No Yes
PRODUCTION			
 Will the production (manufacture, and equipment occur at the supplier's site Les installations du foumisseur servir PROTEGE et/ou CLASSIFIÉ? 	or premises?	DTÉCTED and/or CLASSIFIED material or at/ou réparation et/ou modification) de matérial	No Yes
INFORMATION TECHNOLOGY (IT) MEDI	A / SUPPORT RELATIF À LA TECH	NOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its CLASSIFIED information or data?	IT systems to electronically process.	produce or store PROTECTED and/or	No Yes
Le fournisseur sera-t-il tenu d'utiliser : des renseignements ou des données	es propres systèmes informatiques p PROTEGÉS et/ou CLASSIFIÉS?	our traiter, produire ou stocker électroniquement	Non L. Oui
(1, e) Will there be an electronic link betwee Disposera-t-on d'un lien électronique o gouvernementale?	n the supplier's IT systems and the grante le système informatique du foun	overnment department or agency? nisseur et celui du ministère ou de l'agenca	No Yes
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ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF) DEPARTMENT OF FISHERIES AND OCEANS CANADA

	[Contract	/ file numb	er: #	#F5211-16	0642	
PROJECT TITLE:	Delivery of the Transmitter (N					S) and Naut	tel
Company Name:							
Address:							
Telephone number:							
Fax number:							
PWGSC file or Certificate #:							
Professional Service	s (Add second p	age if more	e space nee	ded. please	print clear	·lv)	
Resource Person working on this project	Date of birth YYY/MM/DD	PW	/GSC file ertificate #	Security Level	Meet	Does not Meet	Comments
Date:		Bidder) : _					
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Facility Security Clearance							
Document Safeguarding Capability							
For Use at Fisheries Authorization of Con I approve I do not approve Contracting Security	tracting Securit	ty Authorit					

ANNEX "D" - EVALUATION CRITERIA AND BASIS OF SELECTION

MANDATORY REQUIREMENTS:

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 may 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.

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	The Contractor must have enhanced Operational and Technical knowledge of the Differential Global Positioning System (DGPS) used by the Canadian Coast Guard. Please provide proof in the form of a certificate or letter of attestation		
M2	The Contractor must have extensive experience as an Electronic Systems Technical Instructor. (extensive in this case meaning teaching every year for the last 5 years)		
М3	The Bidder must provide proof of capability to provide training in both official languages as per the Annex – E Language Proficiency Grid		

BASIS OF SELECTION:

The contractor will be selected on the basis of lowest bid, provided they meet all the Mandatory Criteria outlined above.

ANNEX "E" LANGUAGE PROFICIENCY GRID

LANGUAGE PROFICIENCY GRID					
	Oral	Comprehension	Written		
Basic	A person speaking at this level can: • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations.	A person reading at this level can: • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine jobrelated tasks.	A person writing at this level can: •write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.		
Intermediate	A person speaking at this level can: •sustain a conversation on concrete topics; report on actions taken; •give straightforward instructions to employees; and •provide factual descriptions and explanations.	A person reading at this level can: • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas.	A person writing at this level can: • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.		
Advanced	A person speaking at this level can: •support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material.	A person writing at this level can: • write texts where ideas are developed and presented in a coherent manner.		