



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

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

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Electronics, Simulators and Defence Systems Div. /Division
des systèmes électroniques et des systèmes de simulation et
de défense

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet Portable Electronic Navigation Simu Portable Electronic Navigation Simulators	
Solicitation No. - N° de l'invitation F5411-300004/B	Date 2021-09-16
Client Reference No. - N° de référence du client F5411-300004	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-130-28334	
File No. - N° de dossier 130qf.F5411-300004	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-10-27 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Holmes, Brenden	Buyer Id - Id de l'acheteur 130qf
Telephone No. - N° de téléphone (819) 664-6516 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - I	Manager - Search and Rescue, Operations Canadian Coast Guard 200 Kent, St, Ottawa, On, K1A 0E6	I - I	Manager - Search and Rescue, Operations Canadian Coast Guard 200 Kent, St, Ottawa, On, K1A 0E6



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
1	Portable Electronic Navigation Simulators Portable Electronic Navigation Simulators	D - 1	I - 1	4	Each	\$	\$	See Herein – Voir ci-inclus	

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Solicitation No. - N° de l'invitation
F5411-300004/B
Client Ref. No. - N° de réf. du client
F5411-300004

Amd. No. - N° de la modif.
File No. - N° du dossier
130qf-F5411-300004

Buyer ID - Id de l'acheteur
130qf
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" STATEMENT OF WORK

ANNEX "B" to PART 3 OF THE BID SOLICITATION

ANNEX "C" BASIS OF PAYMENT

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this requirement.

1.2 Requirement

The Contractor must supply the items detailed at Annex "C" attached hereto and all in accordance with the Statement of Work at Annex "A" attached hereto and all in accordance with the terms and conditions of this Contract.

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 Best Delivery Date – Bid

Initial Purchase - Item 1 & 2 Annex "C" Table 1

While delivery is requested by 15 March 2022, the best delivery that could be offered is _____ calendar days from the effective date of the contract.

Optional Purchase - Item 3 Annex "C" Table 2

If an option is exercised the best delivery date that can be offered is _____ calendar days after an option is exercised.

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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.

Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by using Epost Connect. For bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

2.3 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (five) 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.

2.5 Applicable Laws

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

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.

2.6 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

The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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 Annex "C" - Basis of Payment.

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "B" 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.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid nonresponsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

<u>No</u>	<u>Mandatory Criteria</u>	<u>Example of proof to be provided by Contractor</u>	<u>Cross Reference to Proposal [Bidder to provide]</u>	<u>Comments</u>	<u>MET/ NOT MET [DFO use only]</u>
<u>M1</u>	Contractor proposed resources must demonstrate, with the help of a PENS detailed description and list of all included items, how they meet all PENS requirements as described in para 2.1.1.	Detailed description of the Electronic Navigation Simulator, including a list with amount of each component provided.			
<u>M2</u>	Contractor must provide a copy of their Det Norske Veritas certification for a Class C – NAV simulator (or above).	A copy of your valid DNV Certification.			
<u>M3</u>	Contractor must demonstrate their experience in delivering similar navigation simulator. Contractor must demonstrate they deliver a minimum of 3 navigation simulator in the last 5	Proof is considered to be a copy of a letter of offer, or a copy of a previous contract for service, or a letter from an acceptable authority, or			

	years.	equivalent, and must be provided for each awarded contract with the bid.			
M4	Contractor must demonstrate how the transportation container will meet para 2.1.2 requirements.	Proof is considered to be a detailed description of the transportation container accompanied by pictures.			
M5	Contractor must demonstrate that the proposed authorized trainers has deliver a minimum of 2 simulator train the trainers courses within the last 5 years, with a similar simulator that will be delivered to the CCG.	Proof is considered to be a resume with reference (contact information), or a letter from a previous employer, or a copy of a letter of offer, or a copy of a previous contract for service, or a letter from an acceptable authority, or equivalent.			
M6	Contractor must demonstrate, with the help of a training curriculum, or a demo, their capacity to deliver training course as per 2.1.3 requirements	Proof is considered to be a training curriculum, or a video, or a power point document or a mixed of those documents.			
M7	Contractor must demonstrate their ability to supply a single toll-free 'hotline' to CCG users 7 days a week between the hours of 0700-1900 EST as described in 2.1.4 requirements.	Proof is considered to be a copy of a letter of offer, or a copy of a previous contract for service, or a letter from an acceptable authority, or equivalent, and must be provided with the bid.			
M8	Contractor must demonstrate their capacity to provide all necessary manuals and documentation in both English and French as per 2.1.6 requirements.	Proof is considered to be a copy of a letter of offer, or a copy of a previous contract for service, or a letter from an acceptable authority, or equivalent, or a copy/access to the required manuals and documentation and must be provided with the bid.			

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivery Duty Paid (DDP) destination Incoterms 2010, Canadian customs duties and excise taxes included.

The total maximum funding available for Items 1 & 2 of Annex "C" - Basis of Payment is \$450,000.00 CAD (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.2 Basis of Selection – Mandatory Technical Criteria

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

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 property 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/programs/employment-equity/federal-contractor-program.html#) 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 Education and Experience

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

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 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must supply the items detailed at Annex "C" attached hereto and all in accordance with the Statement of Work at Annex "A" attached hereto and all in accordance with the terms and conditions of this Contract.

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "C" 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 within 48 months after contract award by sending a written notice to the Contractor.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

[4003](#) (2010-08-16), Licensed Software

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of contract award to 60 months following contract award.

6.4.2 Delivery Date

Initial Purchase - Item 1 & 2 Annex "C" Table 1

The items must be delivered on or before _____ (to be inserted at contract award)

Optional Purchase - Item 3 Annex "C" Table 2

The items must be delivered within _____ (to be inserted at contract award) calendar days after the option is exercised.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "C" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Brenden Holmes
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate
11 rue Laurier, PDP Phase III, Gatineau, QC K1A 0S5
Telephone: 819-664-6516
E-mail address: brenden.holmes@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative

The Contractor Representative for the Contract is: (to be inserted at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Email: _____

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 [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 "C", Basis of Payment for a cost of \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

6.7.2 Limitation of Price

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.

6.7.3 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.

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;

- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.8 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:
 - a) The original must be forwarded to the following address for certification and payment:

SAR Manager – Ops
200 Kent Street, 5th floor
Ottawa ON K1A 0E6

- b) One (1) copy must be forwarded to the Contracting Authority and the Technical Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 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 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity),
- (e) Annex A, Statement of Work;
- (f) Annex C, Basis of Payment;
- (g) the Contractor's bid dated _____ (to be inserted at contract award).

Solicitation No. - N° de l'invitation
F5411-300004/B
Client Ref. No. - N° de réf. du client
F5411-300004

Amd. No. - N° de la modif.
File No. - N° du dossier
130qf-F5411-300004

Buyer ID - Id de l'acheteur
130qf
CCC No./N° CCC - FMS No./N° VME

6.12 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](#)".

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130qf-F5411-300004

Buyer ID - Id de l'acheteur
130qf
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

Statement of Work
(see attached)

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ANNEX "B" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);

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ANNEX "C"
Basis of Payment

Table 1: Initial Purchase

Item	Description	Quantity	Delivery Address	Delivery Date Proposed	Unit Price	Extended Price, Applicable Taxes Extra
1	Portable Electronic Navigation Simulator (PENS) including: instructor and student stations, hardware, software, transportation case(s), technical support "hotline" and all required documentation	4	Burlington, Ontario L7A 1A1			
2	Instructor Training Course (for up to 12 people)	1	Ottawa, Ontario			
					Subtotal	
					Taxes	
					Total	

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File No. - N° du dossier
130qf-F5411-300004

Buyer ID - Id de l'acheteur
130qf
CCC No./N° CCC - FMS No./N° VME

Table 2 – Optional Purchase

Item	Description	Delivery Address	Within 12 months of contract award	Within 24 months of contract award	Within 36 months of contract award	Within 48 months of contract award	Subtotal
3	Portable Electronic Navigation Simulator (PENS) including: instructor and student stations, hardware, software, transportation case(s), technical support "hotline" and all required documentation (up to quantity 5 within 60 months of contract award)	Burlington, Ontario L7A 1A1	\$ Per unit	\$ Per unit	\$ Per unit	\$ Per unit	\$

TOTAL EVALUATED PRICE = SUBTOTAL TABLE 1 + SUBTOTAL TABLE 2



Fisheries and Oceans
Canada

Canadian
Coast Guard

Pêches et Océans
Canada

Garde côtière
canadienne



Statement of Work

Portable Electronic Navigation Simulators (PENS)

Record of Amendments

#	Date	Description	Initials
V1	May 2020	First elaboration	LD
V2	November 2020	Detailed description	LD
V3	March 2021	Rewrite of SOW	RC
V3.1	March 2021	First review of SOW	RC
V3.2	April 2021	Correction of version 3.1	RC
V3.3	May 2021	Review of 3.2	RC
V3.33	June 2021	Final version	RC

Approvals

NATIONAL PROJECT MANAGER	Approved: _____
Sheyla Dussault	Date: _____
RESPONSIBLE DIRECTOR	Approved: _____
Jason Rimmer, Dir SAR	Date: _____

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Section 1 SCOPE

The Canadian Coast Guard (CCG), on behalf of the Minister of Fisheries and Oceans, is responsible to provide the personnel, assets and infrastructure for maritime Search and Rescue (SAR) services in Canada's waters of federal jurisdiction. Canada's SAR personnel serve around the clock, putting their own lives at risk to assist mariners in distress regardless of the weather and location.

SAR is a "no-fail" mission. With the great majority of goods entering and leaving Canada through shipping, SAR is directly linked to national economic prosperity as safe waters preserves mariners' trust that help will come in time of need. To serve Canada to the best of its capacity, Coast Guard invests in training, technology and other means to enhance its service delivery.

Portable Electronic Navigation Simulation, PENS, training equipment has been identified as a need by the CCG. Missions are often performed in challenging conditions, requiring responders to demonstrate strong skills in vessel handling and electronic navigation. The provision of these simulators will allow CCG regional personnel and SAR partners to develop and maintain electronic navigation skills and undertake training missions that depend on variables that are difficult to reproduce consistently (e.g. weather conditions, visibility, and sea state).

1.1 OBJECTIVES

Contractor to provide four identical portable electronic navigation simulator systems to the CCG. Each PENS will be accompanied by the required transportation container. Contractor to deliver an instructor training course to a minimum of eight CCG personnel and up to a maximum of 12. Required documentation for simulator components, software and hardware as well as training material will be provided in both English and French. Documentation will be distributed in form of hard and soft copy. Finally, the Contractor will provide technical support services to the CCG as per requirements.

1.2 BACKGROUND

CCG SAR personnel, along with other SAR partners, undertake extensive training to ensure that they can deliver the highest levels of service to Canadians, no matter the conditions. Electronic navigation skills have been identified as some of the most critical skills that SAR personnel need to possess in order to perform their jobs effectively and ensure that the safety of crew remains forefront to each mission. Successful maintenance of electronic navigation skills requires not only thorough familiarity with radar and navigation hardware systems but also opportunities to exercise these skills regularly, in a variety of conditions, including night, restricted visibility and heavy weather sea states. These variables are difficult to reliably reproduce in conjunction with on-water training opportunities.

1.3 TERMINOLOGY

In order to frame the terminology utilized in this document, the following definitions are provided:

Acronym or Term	Description of Definition
CCG	Canadian Coast Guard
CCGA	Canadian Coast Guard Auxiliary
Class A,B,C simulator	Refer to DNV Standard regulation for description
DNV	Det Norske Veritas
ECS	Electronic Chart System
ENC	Electronic Navigation Chart
GMDSS	Global Maritime Distress and Safety System
GPS	Global Positioning System
RCMP	Royal Canadian Mounted Police
RFP	Request for Proposals
SAR	Search and Rescue
SAT	System Acceptance Test
SEN-L	Simulated Electronic Navigation - Limited
TA	Technical Authority

Section 2 **REQUIREMENTS**

Contractor must deliver 4 identical PENS with transportation method. Contractor must provide training, maintenance services and documentation. The work will include, but not be limited to, the following:

2.1.1 Requirements for Portable Electronic Navigation Simulator

- 2.1.1.1** Delivery of a portable, Class C, Limited Task Electronic Navigation Simulator, as per Det Norske Veritas accreditation for a Class C – NAV simulator (or above), including all additional requirements for simulators intended for training, as per DNVGL-ST-0033 Maritime simulator system, current edition.
- 2.1.1.2** Each PENS will include one instructor station and a minimum of four student stations.
- 2.1.1.3** PENS hardware must include all necessary components for instructor and student workstations to be fully operational. All components must be included upon delivery. These components must include, but not limited to monitors, keyboards, mouse, speakers, headsets, necessary power adapter, visual and network cabling and adequate processing hardware.
- 2.1.1.4** PENS must offer a minimum of two display outputs and necessary processing power to operate all workstations at full capacity.
- 2.1.1.5** PENS must include a high speed network card and a graphics card to run all workstations simultaneously without lagging.
- 2.1.1.6** PENS must have an internet connection capable of automatically downloading updates, patches, scenarios and all necessary software related updates to ensure proper functionality of the software.
- 2.1.1.7** PENS must be able to operate independent of internet to accommodate locations without reliable connectivity (e.g.: Canadian Arctic)

- 2.1.1.8** PENS components must be capable of operating on Canadian input power configurations and be compatible with Standard type B socket.
- 2.1.1.9** PENS must include a module that will protect it from power fluctuation that could have an effect on the system.
- 2.1.1.10** PENS must feature a conning station that includes, at minimum, throttle controls, engine RPM, compass, steering control and tachometer.
- 2.1.1.11** PENS system must feature a library of geographical area models that includes a minimum of four Canadian ports with their adjacent waters. Adjacent waters will be consider to be a minimum of 2nm from port.
- 2.1.1.12** Contractor must offer the possibility to develop geographical area required by the client if not already available.
- 2.1.1.13** PENS system must feature a library of Ownship models, including ,but not limited to, small vessel (less then 10 metres in length). Library must contain a minimum of 5 Ownship models.
- 2.1.1.14** Contractor must offer the possibility to develop Ownship model to the specification of the client.
- 2.1.1.15** PENS must feature a library of Target ship models. Library must contain a minimum of 10 target ships.
- 2.1.1.16** PENS must offer a selection of already developed training scenario(s). PENS must offer a minimum of 1 training scenario.
- 2.1.1.17** PENS Instructor station must include, at minimum, six of the following features: multi-lingual interface, real, slow and fast time mode; instructor control during simulator session; playback option; scenario development; control of the atmospheric environment; control of target visual, sound and light signal; recording of exercise; interactive group exercise; cloud base module for extra training and remote delivery.
- 2.1.1.18** PENS Student station must include, at minimum, eight of the following features: Simulated VHF communication; full manipulation of RADAR tool; RADAR that displays environment factors; High fidelity display of the Ownship station; AIS

module; Echo sounder; magnetic compass; gyro repeater; Doppler log; large angle head's up display; auto pilot function and anchor control.

- 2.1.1.19** PENS must include realistic and graphic rendering of objects and environments as well as high accuracy data presentation for both the Instructor and student workstations.
- 2.1.1.20** PENS must have a minimum of two of the following module available, if not already included: Search and Rescue, High Speed craft, Tug handling, Oil spill response and Ice functionality.
- 2.1.1.21** PENS will be accompanied by manuals and documentation that explains the function and required maintenance for all software, hardware and components of the simulator.

2.1.2 Requirements of Transportation Container

- 2.1.2.1** Delivery of a transportation container for each PENS to contain all components of the simulator
- 2.1.2.2** Container must be able to carry all hardware and components in a container(s) that can be carried by no more than two persons.
- 2.1.2.3** Container must be suitable for transport via land, air and sea vehicles.
- 2.1.2.4** Container must be suitable to transport computers and electronics.
- 2.1.2.5** The weight of the container will require adherence to weight limitations to protect employee health and safety when transporting the systems, please refer to Canada Occupational Health and Safety Regulation, current edition.
- 2.1.2.6** Container must offer crushproof protection against impact, vibration and shock.
- 2.1.2.7** Container must be made of impact resistant material that can withstand harsh temperature changes.
- 2.1.2.8** Container must be a watertight storage
- 2.1.2.9** Container must include a locking option

2.1.3 Requirements of Training

- 2.1.3.1** Contractor must deliver a comprehensive instructor training course in English. The duration of the training will be a minimum of three days lasting no more than five days. Course will be delivered to a minimum of eight CCG instructors and up to a maximum of 12.
- 2.1.3.2** Delivery of an instructor training course to cover, at minimum, subject area for SEN L course as described in Transport Canada TP 4958 for SEN-L, Chapter 7;
- 2.1.3.3** Training course must demonstrate proper simulator setup and tear down, use of all simulators features, troubleshooting and maintenance expected to be completed, by the user without the need to contact the 'hotline'. Maintenance may include but not limited to: upload patches to the system, installation of new updates, upload new scenarios, etc.
- 2.1.3.4** Training will include the creation of an initial library of training scenarios to be utilized for course delivery.
- 2.1.3.5** Delivery of instructor training course to be delivered in person in Ottawa at a location provided by the CCG, if current national and provincial health regulations allow or virtually, if not.
- 2.1.3.6** Contractor to deliver a draft of the training documents with the objectives and requirements defined for review and acceptance prior to the training.

2.1.4 Requirement for Client Services

- 2.1.4.1** Contractor must provide a toll-free ‘hotline’ that CCG users across Canada can contact for assistance with problems they have using the system provided by the Contractor. This hotline must be available from 7AM until 7PM Eastern Standard Time seven days a week, excluding statutory holidays in Canada. The hotline must be staffed by individuals who are knowledgeable about the system provided by the Contractor and who can provide information and advice to users in either English or French, depending on the caller’s language preference.
- 2.1.4.2** The individuals must respond to 98% of the CCG requests made through the hotline within 2 hours and provide a solution within 3 hours. Temporary or work around solutions must be followed up with a proposal to implement a corrective solution within 12 hours time frame and commitment to implement corrective solution within 24 hours time frame.
- 2.1.4.3** The ‘hotline’ will be provide by voice, chat and/or videoconference.
- 2.1.4.4** Contractor to provide “hotline” services, as per above, for a minimum of 5 years.

2.1.5 Requirements for Maintenance and support

- 2.1.5.1** Contractor to support objectives including the equipment being maintained over its service life-cycle, the equipment’s ability to interface with Coast Guard personnel and partners, ease of transportation and setup, as well as standardization and interoperability.
- 2.1.5.2** CGG personnel will conduct maintenance of the PENS following the recommendations and instructions provided by the Contractor. If assistance is required, CCG personnel will be able to contact the technical support ‘hotline’ as define in section 2.1.4 of the requirements.

2.1.6 Requirements for Documentation

- 2.1.6.1** Contractor must provide technical manuals including administrator system maintenance instructions and instructor manuals in both English and French for each PENS. These will be provided in easily accessible PDF format.
- 2.1.6.2** All manuals and documentation will be provided, with each PENS, as a hard copy as well as installed on each instructor station system in PDF format. Another copy, in PDF format, will be provided with each PENS on a USB.

Section 3 **DELIVERABLES**

Contractor will deliver four complete and identical PENS as described in the requirements. Each PENS will be accompanied by the required transportation container. Contractor is responsible to deliver an instructor training course of a minimum of three days and no more than five days in Ottawa in a location provided by the CCG. The Instructor course will cover the operation of the system as well as how to maintain it. The product must include manuals, specification sheets and maintenance documentation in both French and English. Contractor is responsible to provide technical assistance via a 'hotline' as per requirements 2.1.4. Contractor will deliver all requirements within the set budget of the CCG. Doing so, Contractor will provide a System requirements checklist that covers all requirements mentioned in section 2.

3.1 DELIVERY LOCATIONS

Four PENS, their transportation container and all documentation will be delivered to a CCG office in Burlington, Ontario located in postal code area L7S 1A1. Each PENS will be identical with components, software, hardware, transportation container and documentation. Address and contact information for the Burlington office will be confirmed by the technical authority at a later date.

3.2 METHOD AND SOURCE OF ACCEPTANCE

The Technical Authority will act as the CCG representative and will receive the equipment and review the work provided by the Contractor's resources, training and hotline, and determine whether the equipment and service meets requirements detailed in section 2.

At delivery, Contractor, in conjunction with technical authority and other CCG representative(s) will conduct a System Acceptance Test (SAT) to ensure all components and software are functioning properly and fulfill PENS requirements defined in section 2.1.1., for each PENS. SAT will be completed in the presence of a CCG representative under the supervision of the TA at the CCG Burlington office. A SAT will be conducted for each simulator and all of its software and hardware components as per PENS requirements. SAT will have to be satisfactory to TA; a form indicating that a SAT has been performed with a description of the components tested will be provided by the contractor.

3.3 TRAINING

By the end of training session, participants will be capable of using all functions of the simulators. They will be able to teach electronic navigation skills using scenarios and feedback functions offered by the simulator. Participants will be able to develop their own scenarios to respond better to their client needs. Training participants will acquire sufficient knowledge in order to keep the simulator up-to-date and in good working order.

3.4 PROJECT MANAGEMENT AND CONTROL PROCEDURES

The Contractor will provide the TA with, as a minimum, a delivery plan including equipment delivery dates, delays, training schedule and ‘hotline’ demonstration. The delivery plan will coincide with payment schedule to be confirmed after contract signature. The plan will be provided to TA via written document in email, virtual meeting or as deemed appropriate by the TA.

ANNEX

ANNEX A REFERENCES

- Det Norske Veritas (DNV) Standard DNVGL-ST-0033 - Maritime Simulator Systems, Current Edition
- Government of Canada, Department of Justice, Canada Labour Code Part 2, Current Edition
- Canada Occupational Health and Safety Regulations, Current edition
- Treasury Board of Canada Secretariat – Policy on Government Security, July 1, 2019
- Treasury Board of Canada Secretariat – Policy on Service and Digital, April 1, 2020
- Government of Canada, Transport Canada Marine Safety Directorate Publication TP 4958 E, Simulated Electronic Navigation Courses, current edition
- International Regulations for Preventing Collisions at Sea, 1972 with Canadian Modifications
- International Association of Lighthouse Authorities, Maritime Buoyage System for Region B