



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 AIS - Physical Shore Station Automatic Identification System (AIS) Physical Shore Station	
Solicitation No. - N° de l'invitation F7048-200089/B	Date 2022-11-27
Client Reference No. - N° de référence du client F7048-200089	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-128-28864	
File No. - N° de dossier 128qf.F7048-200089	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-12-09 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Munro, Céline	Buyer Id - Id de l'acheteur 128qf
Telephone No. - N° de téléphone (819) 661-1839 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See hererin	

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Requirement

The Contractor will supply the goods and services detailed at Annex "C" Pricing Schedule - Basis of Payment attached hereto and all in accordance with the Statement of Work at Annex "A" and Technical Statement of Requirement at Annex "B" attached hereto and all in accordance with the terms and conditions of this Contract.

1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the Nunavut Land Claims Agreement, Tsawwassen First Nation Final Agreement, and Labrador Inuit Land Claims

1.4 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.

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.6 Canadian Content

The requirement is subject to a preference for Canadian goods and services.

1.7 Canada Post Corporation's Connect service

This bid solicitation allows bidders to use the CPC 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessaoumissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

If you experience difficulties with the CPC Connect service, you may submit your bid at the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (2 hard copies)
Section III: Certifications (2 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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 hard copy of their bid:

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings.

Section II: Financial Bid

The Financial Bid must not be attached to or combined within any other part of the bid and prices must not appear in any other area of the proposal other than the Financial Bid.

Bidders must submit their financial offer in accordance with the Annex "C", Price Schedule – Basis of Payment. The Bidders must take care to read all instructions in each table so that they fill them correctly and completely.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "G" 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. Including such provision in a bid will render the bid nonresponsive.

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Canada will use the Phased Bid Compliance Process described below.
- (b) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "technical", "financial" and "certifications" evaluation criteria.
- (c) An evaluation team composed of representatives of Canada will evaluate the bids.
- (d) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-

RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- (d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

- a) The Phased Bid Compliance Process will apply to all mandatory technical criteria outlined in **Annex "E", Technical Compliance matrix Table E1.**
- b) The mandatory criteria that will be evaluated as part of the bid evaluation are listed in **Annex "E", Technical Evaluation Table E1.**
- c) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

4.1.2.2 Point Rated Technical Criteria

- a) The Phased Bid Compliance Process **does not** apply to the point rated technical criteria listed in **Annex "E", Technical Evaluation Table E2.**
- b) Canada will review the Point Rated Requirements responses by reviewing **Table E2 of the Annex "E"**. Based on the Bidder's responses in the **"Vendor Response – Proposal Reference page"** column, the reviewers will determine the Bidder's score for each point rated requirement according to the "Point Rating Method" column. The Bidder will then receive a point rating equal to the total points they were awarded up to the maximum of 495 points.
- c) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment "Annex "E", Technical Evaluation Criteria.

4.1.3 Financial Evaluation

In order to ensure that Bidders provide all the required information, a matrix has been provided to guide the Bidder in the completion of the section. Bidders should complete the matrix and include it with their bids.

- a) Bidders must submit their financial bid in accordance with **Annex "C" Pricing Schedule – Basis of Payment.**
- b) The total amount of applicable taxes must be shown separately. The Bidder must submit firm unit prices or lot prices as per indicated in the Annex "C" in Canadian dollars, applicable taxes extra, transportation costs and all applicable customs duties and excise taxes excluded. The bidder must submit firm prices for the first 5 years. The 5 option years will be firm and escalated in accordance with the Canadian Consumer Price Index (CPI).
- c) All tables in Annex "C" are provided in MS Excel. The Bidder must fill them and submit them in MS Excel format.
- d) **Formulae in Pricing Tables**

If the pricing tables provided to Bidders in Annex "C" include any formulae, Canada may re-input the prices provided by Bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

4.1.4 Corporate Profile:

The Corporate Profile should include a brief description of each of the following:

- i. A corporate overview which includes, the Bidder and its sub-contractor(s)' corporate structure, number of years in business, business activities, major customers, number of employees and geographic presence;
- ii. Corporate history in relation to Automatic Identification System and related technologies in general and specifically the Bidder's relationship and experience with the proposed solution component of the Automatic Identification System - Physical Shore Station and;
- iii. An overview of the Bidder's knowledge and experience in the delivery of the Automatic Identification System - Physical Shore Station, and specifically as it relates to the objectives of this bid solicitation

4.1.5 Bid Solicitations – Proof of Compliance Testing Top Ranked Responsive Bid

- (a) Canada will require that the top-ranked responsive Bidder (identified after analysis of mandatory technical requirements verification, confirmation and a financial evaluation) to conduct a Proof of Bid (PoB). Through the PoB test, Canada will test the Physical Shore Station proposed in the top-ranked bid to confirm both that it will function as described in the bid and validate mandatory and test rated requirements described in the Statement of Requirement. The PoB test will take place in the area of Quebec City that recreates the technical environment described in the Statement of Requirement. Canada expects the bidder will pay its own travel and salary costs associated with any PoB test.
- (b) After being notified by Canada, the Canada authorized representatives will contact the bidder within 7 working days to start the installation of the proposed Physical Shore Station. The installation must be completed and functional within 2 working days of the started installation (7.5 hours per day). The Canada authorized representatives will then conduct the PoB test. A single representative of the Bidder shall be present during the PoB test to serve as a witness. A technical representative named in the bid to provide technical support during the PoB test should be available by telephone for technical advice and clarification during the PoB test; however, Canada is not required to delay the PoB test if an individual is unavailable. Once the PoB test has begun, it must be completed within three (3) working days (7.5 hours per day). If there is an issue with satisfying one of the mandatory requirements or constraints the vendor will be notified as soon as possible to address the issue or add clarification during the 3 working days of the PoB tests.
- (c) Canada will document the results of the PoB test in accordance with Annex "F". If Canada determines that the proposed Physical Shore Station does not meet any mandatory requirement or constraints of the bid solicitation, the bid will fail the PoB Test and the bid will be disqualified.
- (d) If, during the initial installation of the Physical Shore Station for the PoB test, the Canada authorized representatives discover that there are missing or malfunctioning components , including software, identified in the technical bid, the Canada authorized representatives must cease the installation process and inform the Contracting Authority named in the solicitation.
- (e) If Canada determines that the missing or malfunctioning components are identified in the technical bid, Canada will permit the Bidder to submit the missing components and replacements for the malfunctioning components. These components must have been commercially available to the public before the bid closing date. Upon receiving the components, Canada will verify that (i) the components were commercially available to the public before the bid closing date; (ii) the components do not include new releases or versions of the hardware or software; (iii) the components were identified in the technical bid . Canada will have the sole discretion to decide if the additional components may be installed for the PoB test. Under no circumstance will new components or software required to correct flaws or meet mandatory requirements be permitted.
- (f) If a bidder's rank, during the PoB testing, fails beneath the paper score of the next highest bidder's rank, Canada will repeat the process of the PoB testing for the next highest bidder starting at section (b) of this document. This process may repeat itself several times until a

clear winner is identified. In the unlikely event of a tie, additional testing will be administered until the winning product is identified.

- (g) In connection with the PoB testing, the Bidder grants to Canada a limited license to use the Bidder's proposed Software for testing and evaluation purposes.

4.1.6 Bid Solicitations – Proof of Compliance Department of Innovation, Science and Economic Development (ISED) Certification

Canada will require that the top-ranked responsive Bidder (identified after analysis of mandatory technical requirements verification, confirmation and a financial evaluation) to provide the Department of Innovation, Science and Economic Development (ISED) certification confirming the radio can be used in Canada prior to contract award within 45 working days of the proof of bid phase at article 4.1.5

References:

1. TSOR article 2.1.4 Mandatory criteria - The AIS PSS must be a certified radio for use in Canada.
2. TSOR article 2.2.13 Mandatory criteria - The AIS PSS's transponder must obtain certification from a certification body recognized by the Department of Innovation, Science and Economic Development (ISED).
3. TSOR article 2.2.14 Mandatory criteria - The AIS PSS must be certified to ISED's Radio Standards Specification RSS-182, issue 6 or latest for radio transmitters and receivers for the maritime telecommunication service in the 156 – 162.5 MHz band.

4.2 Basis of Selection

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Proposal;
 - b. meet all mandatory technical evaluation criteria; and

Bids not meeting (a) and (b) will be declared non-responsive. The responsive bid with the highest combined rating technical merit and price will be recommended for award of a contract. The ratio will be 60 % for the technical merit and 40% for the price.

Bidders are advised that the options will be considered as part of the financial evaluation and the financial evaluation of the aggregated price will be the price factor.

2. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

For each responsive bid, the technical merit score and the pricing score will be added to determine the combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a **contract**.

EXAMPLE ONLY: The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available technical points are 495 and the total available financial points are 40. In this example, the lowest evaluated price is \$750,000.00.

Highest Combined Rating of Technical Merit (60%) and Price (40%)			
	Bidder 1	Bidder 2	Bidder 3
Technical Points	450/495	350/495	470/495
Price Quoted	\$900,000	\$850,000	\$750,000
Calculation	Technical Points	Price Points	Total Points
Bidder 1	$450/495 \times 60 = 54.55$	$*750,000/900,000 \times 40 = 33.33$	87.88
Bidder 2	$350/495 \times 60 = 42.42$	$750,000/850,000 \times 40 = 35.29$	77.72
Bidder 3	$470/495 \times 60 = 56.97$	$750,000/750,000 \times 40 = 40.00$	96.97

Assume three responsive bids have been received and the maximum technical score that can be obtained is 495 points. The highest technical score is pro rated against the stipulated 495 points, while the lowest price proposal received full rated percentage and other proposals are prorated accordingly.

* Represents the lowest price proposal.

Winner is the bidder scoring the highest total points establishing by adding the technical score and the rated price proposal score. Based on the above calculations, a contract would be awarded to Bidder 3, which offers the highest total score taking into considerations the technical merit and price of the bidder's proposal.

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.
6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

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>), 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](#) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Financial Capability

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
- ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
6. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

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

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor will supply the goods and services detailed at Annex "C" Pricing Schedule - Basis of Payment attached hereto and all in accordance with the Statement of Work at Annex "A" and Technical Statement of Requirement at Annex "B" attached hereto and all in accordance with the terms and conditions of this Contract.

6.3 Task Authorization Process

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.3.1 Task Authorization Process:

1. The Project Authority will provide the Contractor with a Statement of Work with a description of the task using the "Task Authorization" form specified in Annex "D" with a copy to the PWGSC Contracting Authority.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 business days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00 Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.3.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than five (5) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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.

6.4.1 General Conditions

[2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract and is amended as follows:

6.4.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance apply to and form part of the Contract.
4014 (2022-06-20) Suspension of the Work apply to and form part of the Contract.
4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the contract is for five (5) years from the date of award of the contract.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by five (5) additional one-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment. **This option shall be valid for a period of five (5) years from the date of award of the contract.**

6.5.3 Option – Item 4: Additional AIS – Physical Shore Station (AIS-PSS)

The Contractor grants to Canada the irrevocable option to procure an additional AIS-PSS quantity of up to 200 additional units "as and when required" during the contract term of period as per Annex "C" Pricing Schedule – Basis of Payment under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5.4 Option – Item 5: Set Spares Parts

The Contractor grants to Canada the irrevocable option to procure sets of spare parts for each workshop (28 workshops) as per Annex "C" Pricing Schedule – Basis of Payment under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5.5 Option – Items 6 and 7: Additional Training

The Contractor grants to Canada the irrevocable option to procure seven (7) additional training sessions during the 5 years original contract and up to 10 additional training sessions per year "as and when required" during the contract term of period as per Annex B Pricing Schedule – Basis of Payment under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.6 Preparation of Delivery

The Contractor must prepare the item for delivery in accordance with the Annex A, Appendix B – Supply Plan.

6.6.1 Phased Delivery - AIS - Physical Shore Station (PSS)

Delivery must be made within _____ weeks (*Bidders to provide their best delivery*) from receipt of an authorized task authorization in accordance with the Annex "A", including the delivery points and mutually agreed delivery schedule with the Canadian Coast Guard Project Authority.

6.6.2 Delivery Date - Training Sessions

Delivery must be made as per the authorized task authorization mutually agreed date and time.

6.6.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claims Agreement
- Tsawwassen First Nation Final Agreement
- Labrador Inuit Land Claims

6.6.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" – Statement of Work Appendix D – Workstation Delivery Locations of the Contract.

6.7 Authorities

6.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Munro

Public Works and Government Services Canada
Acquisitions Branch
Electronics, Simulators and Defence Systems Division
11 Laurier Street, Place du Portage III, Gatineau, QC K1A 0S5 Canada
Telephone: 819-661-1839
E-mail: celine.munro@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.

6.7.2 Project Authority

The Project Authority for the Contract is: *(to be completed after contract award)*

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

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

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

6.7.3 Technical Authority

The Technical Authority for the Contract is: *(to be completed after contract award)*

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

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Standing Offer 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.

6.7.4 Contractor's Representative

General Enquiries and Delivery Follow-up:

Company Name: _____
Address: _____
Contact Name: _____
Position: _____

Telephone: _____
Facsimile: _____
E-mail: _____

6.8 Payment

6.8.1 Basis of Payment – Task Authorization AIS – Physical Shore Station, Training Sessions and Options (Items 1, 2, 3, 4, 5, 6 and 7)

In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization (TA), the Contractor will be paid in Canadian currency a firm unit or lot prices for years 1 to 5, as specified in Annex "C", Pricing Schedule – Basis of payment and as specified in the authorized TA. In the event that the option years are exercised, the option year pricing will be calculated using the Consumer Price Index (CPI), monthly, not seasonally adjusted Table 18-10-0004-01 for All-items (Canada).

- In the event that option 1 (year 6) is exercised, the unit price for option 1 (year 6) will be based on pricing bid for year 5 and adjusted by the percentage change in All-Items for Canada, over the two immediately preceding calendar years.
- In the event that option 2 (year 7) is exercised, the unit price for option 2 (year 7) will be based on the option 1 (year 6) pricing and adjusted by the percentage change in All-Items for Canada, over the two immediately preceding Calendar years.
- This will be repeated for all Option years, if exercised.

Under no circumstance shall the increase in the annual values exceed 5.5% or be lower than 0% in any given year.

Line items 1, 2, 3, 4, 5, 6 and 7 will be adjusted in by the percentage change in All-items for Canada, as published by Statistics Canada, over the two immediately preceding calendar years.

Example Scenario

To calculate the pricing for Option 1 (year 6) of the Contract, whereby the Option 1 (year 6) will commence April 1, 2022, the pricing for Option 1 (year 6) would be increased by 3.49% based on the following assumptions:

Calendar Year Two Years prior to the Calendar Year of the Option Period - January 2020 - December 2020

Month	Index
Jan 2020	136.8
Feb 2020	137.4
Mar 2020	136.6
Apr 2020	135.7
May 2020	136.1
Jun 2020	135.2
Jul 2020	137.7
Aug 2020	137.0
Sep 2020	136.9
Oct 2020	137.5
Nov 2020	137.7
Dec 2020	137.4
Sum of Indices:	1,642.0

Calendar Year prior to the Calendar Year of the Option Period - January 2021 - December 2021

Month	Index
Jan 2021	138.2
Feb 2021	138.9
Mar 2021	139.6
Apr 2021	140.3
May 2021	141.0
Jun 2021	141.4
Jul 2021	142.3
Aug 2021	142.6
Sep 2021	142.9
Oct 2021	143.9
Nov 2021	144.2
Dec 2021	144.0

Sum of Indices:	1,699.3

Percentage Change = $(1,699.3 - 1,642.0) / 1,642.0$

Percentage Change = 3.49%

The **transportation costs and all applicable customs duties and excise taxes excluded**. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.8.1.1 Transportation costs - Delivered Duty Paid (DDP) Destination

The Contractor must ship the goods prepaid including all delivery charges to destination, all applicable customs duties and excise taxes included and applicable taxes are extra. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.8.1.2 Limitation of Expenditure – Transportation Costs

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(Canada will provide an estimated limit of expenditure for the first five years at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8.1.3 Travel and Living Expenses – National Joint Council Travel Directive (Training Sessions – items 2, 3, 6 and 7)

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

All payments are subject to government audit.

Estimated Cost: \$ _____ *(Canada will provide an estimated limit of expenditure for the first five years at contract award)*

6.8.2 Basis of Payment – (Training Plan - Item 8)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price in Canadian currency as specified in Annex "C" – Basis of payment. Customs duties are included and Applicable Taxes are extra.

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

6.8.3 Basis of Payment – Individual Task Authorizations (Technical In Service Support – Repair and Replacement)

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid for time and material as per the hour rates as specified in Annex "C" – Basis of payment. Canada's liability to the Contractor under the authorized task authorization must not exceed the ceiling price specified in the authorized task authorization. Customs duties are included and Applicable Taxes are extra.

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

6.8.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

AIS – Physical Shore Station and Training Sessions (items 1, 2 and 3) \$ _____
(Annex C - items 1, 2 and 3 estimated total price for the first 5 years).

Transportation Costs – Delivered Duty Paid (DDP) Destination \$ _____
(Canada will provide an estimated limit of expenditure for the first five years at contract award)

Technical In service Support – Repair and Replacement \$ _____
(Canada will provide an estimated limit of expenditure for the first five years at contract award)

Total: \$ _____

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

6.8.5 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.9 Method of Payment – 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; and
- c. the Work delivered has been accepted by Canada.

6.10 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.11 Customs Duties - Contractor Importer

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the *Customs Tariff*.
2. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.
3. The Contractor will be responsible for pre-arranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. The Contractor is also responsible for applying to Public Works and Governments Services Canada in good time for the certification required by the *Customs Tariff*.

6.12 Invoicing Instructions

6.12.1 Invoicing Instructions - AIS – Physical Shore Station and Training Sessions (Articles 1, 2, 3, 4, 5, 6, 7 and 8)

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.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to:
Canadian Coast Guard
200 Kent Street
Ottawa, Ontario, Canada K1A 0E6

Attention: _____ (to be inserted after contract award) for certification and payment;
- (b) One (1) copy must be forwarded to the appropriate consignee(s) and;
- (c) One (1) electronic copy must be forwarded to the Contracting Authority identify at article 6.7.1.

Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.12.2 Invoicing Instructions (Technical In service Support – Repair and Replacement)

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report (Technical In-Service Support);
2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to:
Canadian Coast Guard
200 Kent Street
Ottawa, Ontario, Canada K1A 0E6

Attention: _____ (to be inserted after contract award) for certification and payment;

- b. One (1) copy must be forwarded to the appropriate consignee(s) and;
c. One (1) electronic copy must be forwarded to the Contracting Authority identify at article 6.7.1.

Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.13 Certifications and Additional Information

6.13.1 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.

6.13.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.13.3 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (insert the name of the province or territory as specified by the Bidder in its bid, if applicable).

6.15 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
4014 (2022-06-20) Suspension of the Work
4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules
- (c) the general conditions [2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Work;

- (e) Annex B, Technical Statement of Requirement;
- (f) Annex C, Pricing Schedule – Basis of Payment;
- (g) Annex D, Task Authorization Form;
- (h) the Contractor's bid dated _____ (*insert date of bid*).

6.16 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.17 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

6.18 Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

6.19 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.20 Inspection and Acceptance

The Consignee at destination is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.21 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligations 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.

6.22 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Call-up and delivered:

Delivered Duty Paid (DDP) destination (*destination address will be provided at each task authorization*), Incoterms 2020 for shipments from a commercial contractor.

The Contractor must ship the goods prepaid, including all delivery charges to destination. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.23 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](#)".

6.24 Procedures for Design Change/Deviations

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of form [PWGSC-TPSGC 9038 \(PDF 241 KB\)](#) - ([Help on File Formats](#)), Design Change/Deviation, and forward one (1) copy to the Technical and Project Authorities and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

Solicitation No. - N° de l'invitation
F7048-200089/B
Client Ref. No. - N° de réf. du client
F7048-200089

Amd. No. - N° de la modif.
File No. - N° du dossier
128qfF7048-200089

Buyer ID - Id de l'acheteur
128qf
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

(Inserted 20 pages)

ANNEX A

Automatic Identification System Physical
Shore Station



Canadian Coast Guard
STATEMENT OF WORK

Published under the Authority of:

Integrated Technical Services Directorate

Fisheries and Oceans Canada

Canadian Coast Guard

Ottawa, Ontario

K1A 0E6

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GCC AIS PSS

Statement of Work

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1. CONTEXT

1.1. OPERATIONAL CONTEXT

The mandate of the Canadian Coast Guard's (CCG) Marine Communications and Traffic Services (MCTS) is to ensure the safe movement of marine traffic through Canadian waters. The mission of MCTS is to provide communications and traffic services for the marine community and for the benefit of the public at large to ensure:

- Safety of life at sea in response to international agreements,
- Protection of the environment through traffic management,
- Relay of information for business and national interest.

To support the MCTS mission, CCG operates an automatic Identification System (AIS) network which includes one hundred and nineteen (119) AIS sites across Canada, on a continuous 24/7 basis, 365 days a year, with a service availability of 99.7%.

Those AIS sites are interconnected to the CCG Operational Network (OpNet) which also integrate the other AIS components and the Information System on Marine Navigation (INNAV).

In addition to MCTS, the AIS System support other requirements from the various CCG's Programs.

The existing AIS System is broken down into the following components:

- the Physical Shore Station (PSS);
- the Logical Shore Station (LSS);
- the AIS service Management;
- the AIS database.

The geographical distribution of the AIS PSS is as follows:

- 3 sites in the Arctic
- 39 sites on the Atlantic Coast
- 51 sites along St. Lawrence River and Great Lakes
- 26 sites on the Pacific Coast

1.2. TECHNICAL CONTEXT

CCG has technical personnel distributed across Canada in order ensure the preventive and corrective maintenance of all the electronic assets, including the AIS System. There is a total of 28 Electronic workshops which support the AIS network. Those workshops are distributed as follows:

- Arctic 2 workshop
- Atlantic North: 6 workshops
- Atlantic South: 5 workshops
- St. Lawrence River: 6 workshops
- Great-Lakes: 5 workshops
- Pacific: 4 workshops

Finally, CCG has a college located in Sydney NS for operational and technical training.

The existing AIS Physical Shore Stations (PSS) are aging and have become difficult to support due to the lack of spare parts and external support. The scope of this project is to replace **only the Physical Shore Station (PSS)** of the CCG AIS System. CCG wishes to keep unchanged all the other components of the AIS system.

2. SCOPE

2.1. PURPOSE

CCG has a requirement for the procurement of new AIS Physical Shore Stations (PSS) and related deliverables, as described in the present SOW, to allow a progressive replacement across the various regions.

2.2. LIST OF DELIVERABLES

The deliverables are:

- Supply of AIS Physical Shore Stations (PSS), as per section 4.1
- Supply of Spare Parts, as per section 4.2
- Documentation, as per section 4.3
- Training, as per section 4.4
- In Service Support, as per section 4.5

3. APPLICABLE DOCUMENTS

The following documents apply for the present project:

- a) Annex B Automatic Identification System - PSS Technical Statement of Requirement, February 2022.
- b) International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) Recommendation A-124 on Automatic Identification System (AIS) Shore Station and Networking aspects of the AIS Services. Edition 1.1, December 2003
- c) Recommendation International Telecommunications Union (ITU)-R M.1371-1, Technical characteristics for a universal ship-borne automatic identification system using time division multiple access in the Very High Frequency (VHF) maritime mobile band. April 2001
- d) IALA Technical Clarification On Recommendation ITU-R M.1371-1, Edition 1.4
- e) IEC 62320-1(FDIS or PAS): Maritime navigation and radio communication equipment and systems - Automatic identification systems (AIS) - Part 1: Fixed AIS stations (AIS base station, limited AIS base station and AIS simplex repeater station) - Performance requirements, methods of testing and required test results
- f) IEC 61162-1, Maritime navigation and radio communication equipment and systems –Digital Interfaces, Part 1 Single talker and multi listeners. July 2000
- g) IEC 61162-100 PAS, Maritime navigation and radio communication equipment and systems –Digital Interfaces, Part 1 Single talker and multi

listeners – Extra requirements to IEC 61162-1 for the UAIS. April 2002

- h) ICES-003 - Industry Canada's Interference-Causing Equipment Standard for Digital Apparatus, Issue 4, February 2004
- i) CAN/CSA-CEI/IEC CISPR 22:02 - Canadian Standards Association Standard - Limits and Methods of Measurement of Radio Disturbance Characteristics of Information Technology Equipment, 2002
- j) Certification Bodies recognized by Industry Canada to certify equipment to the Canadian radio communication and/or broadcasting requirements - available on the internet, <https://ised-isde.canada.ca/site/mutual-recognition-agreements/en/conformity-assessment-bodies/certification-bodies>, April 28th, 2022
- k) RSS-182, Spectrum Management and Telecommunication Policy – Maritime Transmitters and Receivers in Band 156 – 162.5.MHz, Issue 4, September 2003

4. DELIVERABLES

4.1. SUPPLY OF AIS PHYSICAL SHORE STATIONS (PSS)

4.1.1. Basic requirements

- a) The supplied AIS PSS must be fully compliant with the Annex B Automatic Identification System - PSS Technical Statement of Requirement.
- b) The supplied AIS PSS must not be developmental units. Only Commercial Off the Shelf (COTS), field proven AIS Equipment is acceptable.
- c) The Contractor must provide, with the bid, a written statement from the AIS PSS manufacturer, that the proposed units will be supported for a minimum duration of **10 years** after the contract is awarded, and that the manufacturer maintains access to sufficient hardware manufacturing capability to provide an availability of parts for maintenance and repair for at least this period.
- d) After the 10 years support period, the Contractor must provide a written notification to the CCG, one (1) year prior to discontinuing supply or support of the AIS Physical Shore Station equipment, in order to allow the CCG to purchase sufficient spares for the rest of the lifecycle of the system. If CCG does not receive such notification and the required spare parts are no longer available from the manufacturer, the Contractor will be responsible to source an alternate solution.

4.1.2. Supply Plan

- a) The Contractor must deliver all equipment according to the Supply Plan, see Appendix B.

4.1.3. Delivery Locations

- a) The Contractor must deliver the equipment to any of the addresses identified in Appendix D.
- b) The Contractor must conduct **Unit Production Tests** on each piece of equipment being delivered as it leaves the production line and prior to its delivery to CCG. Those tests must be done in accordance with the Contractor's published Testing Procedures and provided to CCG. A copy of such test results must be included as part of the shipping, with each piece of equipment. In addition, CCG reserves the right to attend and witness a Unit Production Test as it is conducted.

4.1.4. Warranty

- a) The Supply Plan conditions, Appendix B, apply for all shipments in the warranty period.

4.2. SUPPLY OF SPARE PARTS

- a) The Contractor must recommend, and quote, what would be the best "Line Replaceable Units" (LRU) level, based on the construction of the AIS PSS, and **recommend a set of spare parts** for each workshop, in order to satisfy CCG maintenance philosophy.
- b) The purpose of the Line Replaceable Units (LRU) is to provide CCG with a means of quickly repairing the AIS PSS on site, without having to send the unit back to the manufacturer and wait for its return before service is made available again. If the replacement of the LRUs does not solve the problem, CCG would then proceed with the full AIS PSS replacement with a spare unit. The contractor must provide warranty and support for LRUs as well as full AIS PSS units. This maintenance philosophy helps CCG maintain the AIS service operational and meet its availability requirements.

4.3. DOCUMENTATION

- a) The Contractor must within 10 business days after contract award, provide one (1) soft copy of the AIS PSS documentation (operation and technical manuals) in both official language for the Technical Authority review.
- b) CCG review of the COTS documentation will serve to evaluate if the documentation contains a sufficient level of detail that will allow the following actions by CCG technicians:
 - Installation, configuration, optimization and commissioning testing of the AIS PSS.
 - Preventive maintenance and verification of the key parameters
 - Corrective maintenance, troubleshooting, diagnose, and parts replacement to repair defective units, up to the Line Replaceable Unit

- (LRU), as defined in section 4.2, and restore the AIS PSS to its performance baseline condition, as detailed in the TSOR.
- All tools, software, test equipment and references required to perform preventive and corrective maintenance.
 - Software documentation, and use of software tools
 - Operation
- c) If CCG believes the documentation does not meet those requirements, a complement to the COTS documentation shall be produced within 30 business days after CCG review, to meet the documentation objectives described in b).
- d) All the documentation must be compliant with **Appendix C - Documentation Format**.
- e) The Documentation package must be available in both French and English.

4.4. TECHNICAL TRAINING

4.4.1. Training Plan

- a) The Contractor must provide a Training Plan, for technical training, on the AIS Physical Shore Station (PSS) no later than 20 business days after contract award to the CCG Technical Authority for review and acceptance.
- b) The Training Plan must define and outline the course objectives, lesson plans, course syllabus, training aids, instructor manual, student manual, evaluation guide and the training equipment required.
- c) The Contractor must assume that all CCG Maintenance Technologists are graduated Electronic Technologists with backgrounds in electronics theory; have related field experience; and, possess comprehensive knowledge of the theories and principles of electronics, communication, informatics and basic electronic engineering techniques.
- d) CCG Maintenance Technologists training must be instructor led training delivered by the Contractor.
- e) The technical training philosophy must be for CCG technical staff to replace the Lowest Replaceable Unit (LRU) and return the AIS PSS Equipment to full operation.
- f) The technical training must be a hands-on training primarily focused on preventive maintenance, corrective maintenance and troubleshooting of the AIS PSS. Installation and configuration of the AIS PSS must also be part of the training, but to a much lesser extent.
- g) The technical training must include the presentation and introduction of software tools utilized for maintenance and troubleshooting of the AIS PSS units. It must also include nominal radio frequency values to verify and confirm the proper operation of the AIS PSS.

- h) The Contractor must ensure that at least one (1) AIS PSS training equipment setup is available for each pair of students (up to 8 students) during each training course for practical use and familiarization with the AIS PSS's functions and features. CCG will provide four (4) PSS and sets of LRU for training purposes.
- i) CCG will provide AIS Test Sets (Aeromarine SRT Ltd. AIS Tester M1) for the Technical Training.
- j) CCG will supply the training room and visual equipment for all training sessions.
- k) The training course must be for a maximum four (4) working days.
- l) The training course must be delivered within normal business hours with a maximum of 7.5 hours of class time per day.
- m) Training times and dates will be mutually agreed within a notice of 30 calendar days.

4.4.2. Training Sessions

- a) The Contractor is responsible to provide the training for a maximum of eight (8) students per session to the following locations:
 - i. St. John's, NL;
 - ii. Placentia, NL;
 - iii. Port-aux-Basques, NL;
 - iv. Sydney, NS;
 - v. Halifax, NS;
 - vi. 3 x Quebec, QC;
 - vii. Sarnia, ON;
 - viii. Victoria, BC;
 - ix. Prince Rupert, BC; and
 - x. Richmond, BC;
- b) CCG may order additional training sessions at any of the listed locations during the duration of the contract.
- c) The Contractor is responsible to provide the course syllabus and material to teach the courses.

4.4.3. Training Material

- a) The Contractor must provide a soft copy of the Training Manual, for CCG approval within 20 business days after the training plan has been approved.
- b) CCG reserves the right to reuse the training material provided within this contract to train its own technicians internally.
- c) The Training Manual must be available in both official languages (French

and English).

- d) The Contractor must supply a hard copy of the Training Manual (French or English) to each student during a training session.

4.5. IN SERVICE SUPPORT

The Contractor must provide **CCG with the LRU and full AIS PSS** repair or replacement service. This service must comply to the following requirements.

4.5.1. General Support Requirements

- a) The Contractor must provide a single point of contact to handle all defective equipment returns and repairs as well as procedures for handling and returning defective equipment.
- b) The Contractor must maintain an established AIS PSS equipment repair facility(s) and technical support resources capable of supporting all equipment procured under this contract.
- c) The Contractor must provide AIS PSS software and firmware upgrades as they become available.

4.5.2. Repair and Replacement Requirements

- a) CCG will notify the Contractor of any defective LRU or AIS PSS units via the Contractor preferred method between email or support web portal.
- b) Upon receipt of a defective part notification from CCG , the Contractor must provide a Return Merchandise Authorization (RMA) to CCG within 3 business days.
- c) CCG will proceed to ship the defective part to the Contractor for investigation.
- d) If the unit is still under warranty, the Contractor must proceed immediately with the repair or replacement of the unit free of charge. The repaired or replacement unit must be returned within **4 weeks** of the date it was received by the Contractor.
- e) If the unit is out of warranty, the Contractor must provide a quote to CCG for the repair or replacement of the defective unit within 5 business days of having received the defective part. The quote must be forwarded to the Technical Authority (TA) via e-mail for approval prior to the work being performed. TA will advise via e-mail of quote acceptance with a task authorization. The repaired or replacement unit must be returned within **4 weeks** of the date the task authorization was received by the Contractor
- f) Upon dispatch of the repaired or replacement part, the Contractor must ship the repaired or replaced equipment to the originating CCG regional workshop and update the waybill number and any other information that can be used for tracking the shipment back to CCG by the workshop.
- g) In the event that a replacement part is not readily available, the

Contractor must immediately notify the TA and provide the estimated delivery date. The information provided must include the location, the reference number and, where applicable, the part name, manufacturer name, part number and serial number.

- h) It is the Contractor's responsibility to ensure the repaired or replaced equipment has been tested and in the case of components, is compatible with the AIS PSS and in working order before sending it back to the CCG.
- i) The Contractor must provide a failure report indicating what was the defective component or module. This report must also include the part number or serial number, quantity (if applicable), site location, description of failure and most likely the cause.
- j) The Contractor must maintain a list of all the CCG's service request for Repair, from the beginning of the Contract, which will detail, for each request, the originator, the date, the equipment in failure (and its serial number), the repair status (completed or still active) the solution and the cost of the repair. This list must be sent to CCG on a quarterly basis or on demand.

5. ENVIRONMENTAL REQUIREMENTS

5.1. GENERAL

- a) The Government of Canada (GOC) is taking the initiative with respect to dealing with electronic equipment, either directly or indirectly, through programs promoting green procurement and product stewardship. As a result, the Contractor must adhere to the applicable environmental protection standards pertaining to the CCG AIS Physical Shore Station equipment as outlined in this section. In addition, the installation and construction practices and materials must use best practices to mitigate negative impacts on the environment.

5.2. CONTRACTOR ENVIRONMENTAL COMMITMENT

- a) Environmental Management System – The Contractor must have a documented Environmental Management System in accordance with the requirements of ISO 14001, or equivalent.
- b) Environmental Policy – The Contractor must have an up-to-date, documented Environmental Policy including commitment to environmental protection, prevention of pollution, compliance with environmental legislation and continuous improvement. The policy must be effectively communicated to and understood by the whole organization. The Contractor must also be able to provide evidence of implementing the policy.

5.3. POWER CONSUMPTION

- a) The Contractor must disclose the average, minimum and maximum power consumption information of their products for each mode of operation as a part of the bid.

5.4. PROMOTE MATERIALS REDUCTION

- a) The Contractor must document and quantify any use of recycled material in the plastic housing or other components of the equipment being submitted under this Contract.
- b) The Contractor must identify whether its packaging uses reduced and recycled packaging for shipping; e.g., boxes that contain 35% post-consumer fibre for corrugated cardboard.
- c) The Contractor must minimize quantity and weight of any non-recyclable packaging and shipping material; e.g., use of moulded paper or cardboard substitutes for polystyrene and Styrofoam.

5.5. RECYCLING

- a) Contractor must document whether components are embossed with their material contents to facilitate end-of-life recycling.

5.6. HAZARDOUS MATERIALS

- a) The Contractor must disclose all hazardous materials and their amounts included in the equipment under this procurement.
- b) The Contractor must provide a Safety Data Sheets (SDS) for all hazardous materials included in the equipment under this procurement.
- c) The Contractor must ensure minimum use of all hazardous materials in their product.
- d) The Contractor must disclose all regulated substances and their amounts included in the equipment under this procurement; e.g., Polychlorinated biphenyls (PCB's).

6. MEETINGS

6.1. KICK-OFF MEETING

- a) A Project Kick-Off Meeting must take place between the Contractor, PWGSC and the CCG within ten (10) business days after contract award at the mutual agreement of the Contractor, PWGSC and the CCG, to:
 - i) Introduce the CCG, PWGSC and Contractor management teams;
 - ii) Review the deliverables;
 - iii) Discuss project risks and any other issues that may affect the project or equipment performance or delivery;
 - iv) Clarify any outstanding questions related to the requirements,

- contract and Contractor's proposal;
- v) Discuss any other business; and
- vi) Tour Contractor and Subcontractor facilities.

APPENDIX

APPENDIX A - LIST OF ACRONYMS

AIS	Automatic Identification System
CCG	Canadian Coast Guard
COTS	Commercial Off The Shelf
GFE	Government Furnished Equipment
IALA	International Association of Marine Aids to Navigation and Lighthouse Authorities
IEC	International Electro-technical Commission
INNAV	Information System on Marine Navigation
ITU	International Telecommunications Union
LRU	Line Replaceable Unit
LSS	Logical Shore Station
MCTS	Marine Communications and Traffic Services
OpNet	Operational Network
PSS	Physical Shore Station
RF	Radio Frequency
SAT	Site Acceptance Test
SOW	Statement of Work
TSOR	Technical Statement of Requirements
VHF	Very High Frequency

APPENDIX B – SUPPLY PLAN

- a) All units, spares and repair parts supplied by Contractor must be packaged and clearly marked and identified with manufacturer's name, item name, description, and part number on the package. Spare parts required for specific equipment or assemblies must be kitted, separately packaged, and identified accordingly.
- b) The Contractor must be responsible for proper preservation and packaging of the parts for long-term storage by ensuring they are coated with an approved preservative and sealed in an approved wrapping or pack as determined by the equipment or item manufacturer. Suitable boxes may be used to package an item in accordance with standard commercial practice; however, if a box is used, each one must contain a non-fading content list that must be protected against damage and staining. Spare parts weighing in excess of 20 kg must be packed in wooden crates with lifting handles.
- c) In determining packaging the Contractor must take into consideration the nature of the item, known logistics requirements, and quantity. The selection of packaging materials must include consideration of disposability, reuse, recycling, and conservation. The Contractor must also outline all special storage requirements, conditions and maintenance that may apply to spares and repair parts while in storage.
- d) The Contractor must provide reusable packaging containers for materiel that must be routinely returned for rebuilding or servicing.
- e) The Contractor must package and mark hazardous materials in accordance with applicable Federal, Provincial and international regulations.
- f) The Contractor must provide packaging that is designed to withstand logistics conditions and is of quality to ensure the protection and preservation for the safe delivery of the item to its destination. Safe delivery must be deemed to mean no damage to the contents of the package.
- g) The Contractor must provide a Packing List that clearly identifies the contents of each shipment including the applicable Contract or Purchase Order number.

APPENDIX C – DOCUMENTATION FORMATS

a) Language

All technical publications pertaining to the asset, its equipment and systems must be provided in **English and in French, the official languages of Canada**. Where the original documentation is only available in one of the official language, the Contractor must make arrangements for the translation of the documents. The Contractor must certify that qualified personnel other than the original translator have checked the accuracy and adequacy of translation(s). The Contractor must correct any errors or omissions in the translated documents at its own cost.

b) Publication Acceptance

The use of existing commercial publications (from the COTS product) is acceptable providing that they meet the requirements listed herein. Existing manuals must be subject to review and acceptance by the CCG Technical Authority. If the Publications and Lists cannot be accepted, for reasons of either legibility, technical content or format, the Contractor may be asked to resubmit hardcopy publication sets with the necessary changes or create additional documentation to be deemed acceptable.

c) Data Rights

Canada must have rights to use the data delivered as required by this SOW per the terms contained in the Contract.

d) Medium

Documentation must be acquired in hard copy and soft copy form and in the quantities as specified by CCG.

e) Hard Copy

Hard copy data and documents must be acquired, such that CCG must not be required to reproduce the data and documents to meet its immediate in-service needs.

f) Soft Copy

Each hardcopy publication type submitted by the Contractor must be provided in soft copy in a pdf universal format.

APPENDIX D – WORKSHOPS DELIVERY LOCATIONS

ATL North:	ATL South:	Central – SL:	Central – GL:	Arctic:	Western:
Goose Bay 3 Aspen Road Goose Bay, NL A0P 1C0 ATTN : Steve Porter Placentia 48 Placentia Pike Placentia, NL A0B 2Y0 ATTN : Zachary Greene Port aux Basques 312 Grand Bay West Road Port aux Basques, NL A0N 1K0 ATTN : Perry Keeping St. Anthony 72 West Street St. Anthony, NL A0K 4S0 ATTN : Richard Clarke Stephenville 4 Harbour Drive Stephenville, NL A2N 3B5 ATTN : Wade Savoury	Halifax 1 Challenger Dr Dartmouth, NS Vulcan VG-42 B2Y 4A2 ATTN : Pat Fordyce Sydney 1190 Westmount Rd Sydney, NS B1R 1B1 ATTN : Daryl Hicks Yarmouth 215 Main Street Yarmouth, NS B5A 1C6 ATTN : Electronics Technologist Charlottetown 185 John Yeo, Unit 2 Charlottetown, PE C1E 3J3 ATTN : Electronics Technologist Saint John 175 MCILVEEN DR SAINT JOHN, NB E2J 4Y6 ATTN : Electronics Technologist	Sept-Îles 701 boul. Laure, Suite 203 Sept-Îles, QC G4R 1X8 ATTN : Sébastien Fiola / Nicolas Morneau Gaspé 98 Rue de la Reine, Bureau 203 Gaspé, QC G4X 3B3 ATTN : Philippe Rochette Mont-Joli 850 Route de la Mer, C-106 Mont-Joli, QC G5H 3Z4 ATTN : Sylvain Chartrand Escoumins 35 Rue Otis Les Escoumins, QC G0T 1K0 ATTN : Raphaël Martel Québec 101 Boul. Champlain Québec, QC G1K7Y7 ATTN : Sylvain Paré	Sarnia 1355 Confederation St. Unit #8. Sarnia, ON. N7S 4T2 ATTN : Russell Angeles Prescott 401 King St. West., Box 1000 Prescott, ON K0E 1T0 ATTN : Jozo Maric Burlington 867 Lakeshore Rd. Burlington, ON L7S 1A1 ATTN : Mike Larue Parry Sound 28 Waubeek St. Parry Sound, ON P2A 1B9 ATTN: Angela Williamson Thunder Bay 100 Main St., Suite 400 Thunder Bay, ON P7B 6R9 ATTN : Peter Reslinsky	Iqaluit 1063 Niuraivik Lane, Box 189 Iqaluit, NU X0A 0H0 ATTN: Bobby Christensen Hay Point 42037 Mackenzie Hwy Hay River, NT X0E 0R9 ATTN : Roy Walters Comox 299 Wireless Road Cape Lazo, BC V0R 2K0 ATTN : Jeff Cyr Richmond 5980 No. 6 Road Richmond, BC V6V 1Z1 ATTN : Peter Lake Prince Rupert 2501 Seal Cove Road Prince Rupert, BC V8J 3R1 ATTN : Steve Bomben	IOS 9860 West Saanich Road, Room 8108 Sidney, BC V8L 4B2 ATTN : Matt Laird

AIS-Physical Shore Station Replacement / STATEMENT OF WORK

<u>ATL North:</u>	<u>ATL South:</u>	<u>Central – SL:</u>	<u>Central – GL:</u>	<u>Arctic:</u>	<u>Western:</u>
St Johns 250 Southside Road St. John's, NL A1E 0A3 ATTN: LEW Tech/Gary Noseworthy		Sorel 15 Rue du Prince Sorel-Tracy, QC J3P 4J4 ATTN: Louis Deschambeaux- Beaulac			

Solicitation No. - N° de l'invitation
F7048-200089/B
Client Ref. No. - N° de réf. du client
F7048-200089

Amd. No. - N° de la modif.
File No. - N° du dossier
128qfF7048-200089

Buyer ID - Id de l'acheteur
128qf
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

TECHNICAL STATEMENT OF REQUIREMENT

(inserted 14 pages)



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Canadian
Coast Guard

Garde côtière
canadienne

ANNEX B

TECHNICAL STATEMENT OF REQUIREMENT

Canadian Coast Guard Automatic Identification System



Canadian Coast Guard
Physical Shore Station
(PSS)

Canada 

Published under the Authority of:

Integrated Technical Support Directorate
Fisheries and Oceans Canada
Canadian Coast Guard
Ottawa, Ontario

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CCG AIS PSS TSOR

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Chapter 1 INTRODUCTION

1.1 GENERAL

- 1.1.1 The Canadian Coast Guard (CCG) Automatic Identification System (AIS) Physical Shore Station (PSS) Specification document defines the technical and functional requirements for the procurement of replacement units of the national AIS deployed in 2008. For the purpose of this document CCG AIS refers to the AIS solution that is already deployed in Canada.
- 1.1.2 This document must be used with the Annex A CCG AIS PSS Statement of Work for the provision of a replacement AIS PSS to the Canadian Coast Guard.

1.2 AIS PROJECT OVERVIEW

- 1.2.1 The CCG AIS System is broken down into the following components:
- a) the Physical Shore Station (PSS),
 - b) the Logical Shore Station (LSS),
 - c) the AIS service Management,
 - d) the AIS database,
- 1.2.2 The scope of this document is to replace only the Physical Shore Station (PSS) of the CCG AIS System. The CCG wishes to keep all other components of the system.
- 1.2.3 The replacement CCG AIS PSS must be compliant with the following available international standards on AIS:
- a) International Telecommunications Union (ITU)-R M.1371-5 Technical characteristics for an automatic identification system using time-division multiple access in the very high frequency (VHF) maritime mobile band.
 - b) International Electro-technical Commission (IEC)-61162-1, Edition 5.0 and IEC-62320-1, Edition 2.0
 - c) International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) Recommendation A-124 on The AIS Service Edition 2.1 and Appendices.

Chapter 2 **PSS SPECIFIC REQUIREMENTS**

2.1 GENERAL

- 2.1.1 The AIS PSS must be a commercial off the shelf product.
- 2.1.2 The AIS PSS must be comprised of 3 main components:
 - a) the AIS transponder or radio;
 - b) the controller; and
 - c) the power supply.
- 2.1.3 The AIS PSS must not be redundant.
- 2.1.4 The AIS PSS must be a certified radio for use in Canada.
- 2.1.5 The AIS PSS must include two interfaces:
 - a) The AIS Presentation Interface (PI) as defined in International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) Recommendation A-124 (see article 1.2.3) to send and receive National Marine Electronics Association (NMEA) sentences as defines in IEC standards (see article 1.2.3);
 - b) A Human Machine Interface (HMI), either Graphical User Interface or Command Line Interface, to perform configuration, updates, monitoring and administrative tasks.
- 2.1.6 The AIS PSS and components must be compliant with the following standards:
 - a) ITU-R M.1371-5 Technical characteristics for an automatic identification system using time-division multiple access in the VHF maritime mobile band.
 - b) IEC-61162-1, Edition 5.0 and IEC-62320-1, Edition 2.0 and be capable of outputting NMEA sentences with TAG blocks “c” and “s” as defined in IEC-62320-1, 2nd edition.
 - c) IALA Recommendation A-124 on The AIS Service Edition 2.1 and Appendices.
- 2.1.7 The AIS PSS must have a built-in self-test on power-up.
- 2.1.8 Failure of the AIS PSS equipment to output self-test statistics must be considered a fatal error and must automatically generate an alarm on the PI, using the alerting (ALR) message defined in IEC-62320-1, Edition 2.0.

- 2.1.9 The CCG does not require the use of Digital Selective Call (DSC) functionality in the AIS PSS.
- 2.1.10 The AIS PSS configuration must be stored in a non-volatile memory and the last configuration must be restored after each start or restart, planned or not.

2.2 HARDWARE SPECIFICATION

- 2.2.1 The AIS PSS must be physically designed for mounting in a CCG supplied 19" wide rack unit, including all its components.
- 2.2.2 The AIS PSS must provide at least one RJ-45 Ethernet connector to be connected to the Operational Network which will be supplied by Canada as Government Furnished Equipment (GFE)
- 2.2.3 The AIS PSS must be available in two versions, one that supports single phase 120VAC, +10%, -15%, 60Hz +/- 1.5Hz; and one that supports -48 VDC, +25%, -10% or +12 VDC, +25%, -10%.
- 2.2.4 The AIS PSS must connect to the Global Positioning System (GPS) antenna arrangement comprising of a physical GPS antenna, cabling, filtering and protection, that will be supplied by Canada as GFE.
- 2.2.5 The AIS PSS must provide at least one connection to a GFE GPS antenna. The GPS antenna connection(s) must be with TNC female connector(s) available on the CCG AIS PSS.
- 2.2.6 The AIS PSS must be configurable so that the position used for position reports messages (message 4) is surveyed and entered manually. In that configuration, the GPS signal must only be used to provide timing for the time division multiple access (TDMA) VHF Data Link (VDL) access.
- 2.2.7 The AIS PSS must connect to the VHF antenna arrangement comprising of a physical VHF antenna, cabling, filtering and protection, that will be supplied by Canada as GFE.
- 2.2.8 The AIS PSS must provide one connection to a VHF antenna. The VHF antenna connection must be with a type-N female connector available on the AIS PSS.
- 2.2.9 The AIS PSS must operate on AIS1 (Channel 87B @ 161.975MHz) and AIS2 (Channel 88B @ 162.025 MHz) VHF channels.
- 2.2.10 The AIS PSS must have a sensitivity of at least -107dBm with a Packet Error Rate (PER) less than 20%.

-
- 2.2.11 The AIS PSS should have a sensitivity that exceeds the minimal requirement of -107dBm with a PER less than 20%.
 - 2.2.12 The AIS PSS's transponder must have a power output of 12.5W.
 - 2.2.13 The AIS PSS's transponder must obtain certification from a certification body recognized by the Department of Innovation, Science and Economic Development (ISED).
 - 2.2.14 The AIS PSS must be certified to ISED's Radio Standards Specification RSS-182, issue 6 or latest for radio transmitters and receivers for the maritime telecommunication service in the 156 – 162.5 MHz band.
 - 2.2.15 The AIS PSS must comply with the radio requirements for 25 kHz Channel spacing operation given in the IEC-62320-1, Edition 2.0. However, DSC compatibility is not required.
 - 2.2.16 The AIS PSS must support 5 Volts GPS antennas such as Furuno GPA017S/S and Trimble bullet III or equivalent. If 5V GPS antennas are not supported by the proposed AIS PSS, a 12V GPS antenna must be included with the AIS PSS.

2.3 NETWORKING (OPNET)

- 2.3.1 The entire network infrastructure required to connect the CCG AIS to the AIS PSS will be supplied by Canada as GFE. This network infrastructure includes cables, leased landlines, microwave links, satellite links, cellular links, routers, switches and more. Together these components and their configuration form the CCG Operation Network (OpNet).
- 2.3.2 The CCG OpNet possesses its own IP addressing scheme, naming convention, security, routing rules and Network Time Protocol infrastructure. The AIS PSS must operate using existing network services and conventions provided by the CCG OpNet.
- 2.3.3 The CCG OpNet provides Ethernet connectivity to allow for connection to the supplied PSS equipment.
- 2.3.4 The AIS PSS Presentation Interface (PI) must be available by Ethernet for connection to the LSS via the CCG OpNet.
- 2.3.5 The AIS PSS Ethernet connector type must be RJ-45 compliant with connectivity of at least 100Mbps.
- 2.3.6 The AIS PSS Ethernet port configuration must be available via the configuration of the HMI.

2.4 THE AIS PSS PRESENTATION INTERFACE

- 2.4.1 The AIS PSS PI must be used to send and received NMEA sentences as defined in IEC 61162 and IEC 62320.
- 2.4.2 The AIS PSS PI must allow at least 5 concurrent persistent connections.
- 2.4.3 The PI must be available by using the Telnet protocol on a TCP/IP port via the AIS PSS Ethernet connection.
- 2.4.4 All NMEA sentences sent via the PI must include a time stamp containing the UNIX-time at which the message was received by the AIS PSS in the TAG block of the NMEA sentence as defined in IEC 62320.
- 2.4.5 The AIS PSS must have a configurable unique identifier using the name of the site where the AIS PSS is located. This unique identifier must be at least 8 characters in length. It must be possible to configure the PSS such that its unique identifier is added to the TAG block of each and any NMEA sentence sent via the PI as defined in IEC 62320.
- 2.4.6 The AIS PSS must perform a RESTART of both the AIS transponder and the controller upon reception of an appropriately configured IEC Control AIS Base Station (CAB) message containing its unique identifier in the TAG block as the destination as defined in IEC 62320.
- 2.4.7 The AIS PSS restart cycle must not exceed sixty seconds from the time the station receives the CAB sentence to the time it restarts communication on the PI.
- 2.4.8 The AIS PSS must comply (using the IEC standard for testing base station, IEC 62320-1) with the following general rules regarding internal processing of AIS VDL messages and PI sentences:
 - a. The AIS PSS must be able to receive all VDL messages;
 - b. The AIS PSS must be able to generate and transmit any of the VDL messages 4, 6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25 and 26;
 - c. The AIS PSS must not filter data. Every received VDL message must be passed to the PI as a VHF Data-Link Message (VDM) sentence with appropriately configured TAG block;
 - d. The AIS PSS must include the feature that provides the capability to produce a VDL Signal Information sentence containing the signal strength of every received VDL message;
 - e. Every VDM sentence received via the PI must be broadcasted on the

-
- VDL on the next available Fixed Access Time Division Multiple Access (FATDMA) reserved slot (see IEC 62320-1);
- f. Every Addressed Binary Message, Broadcast Binary Message and AIS Interrogation Request sentences received via the PI must be broadcasted on the VDL on the next available FATDMA reserved slot (IEC 62320-1);
 - g. Every transmitted message on the VDL by the AIS PSS must be passed to the PI as a VHF Data-Link Own-Vessel report including a properly structured TAG block as configured; and
 - h. The AIS PSS must include the feature that provides the capability to periodically broadcast messages 4, 17, 20, and 22.
- 2.4.9 The AIS PSS must include the feature that provides the capability to set the NMEA sentence identifier of the PI so that every sentence produced by the AIS PSS starts with AIXXX as defined in IEC 61162.
- 2.4.10 The AIS PSS must include the feature that provides the capability to output, autonomously and once per minute, the ALR sentence on the PI indicating the current alarm conditions. The alarm sentence must reflect all current alarm conditions and include the TAG block appropriately configured.
- 2.4.11 The AIS PSS can use proprietary messages and proprietary interfaces to provide the following advanced features:
- a) Real-Time coverage monitoring
 - b) Average historical coverage
 - c) Detection of coverage gaps
 - d) Detection of reduction in coverage
 - e) Predictive failures indicators configuration for Simple Network Management Protocol (SNMP)
 - f) Advanced logging of sent and received PI messages

2.5 THE AIS PSS HUMAN MACHINE INTERFACE

- 2.5.1 The AIS PSS must include an HMI to allow unit configuration. The HMI must be either a web interface or dedicated proprietary application.
- 2.5.2 The HMI must include the feature that provides the capability to configure the AIS PSS to be monitored using SNMP.
- 2.5.3 The HMI must include the feature that provides the capability to save the entire AIS PSS configuration to file and reload the configuration from file to expedite field unit replacement.

- 2.5.4 The HMI must include the feature that provides the capability of performing AIS PSS updates or upgrades remotely via the network.
- 2.5.5 The AIS PSS HMI should include the feature that provides the capacity to monitor real-time coverage of the station and compute average historical coverage and identify coverage gaps and detect reduction in coverage.
- 2.5.6 The AIS PSS HMI should include indicators of predictive failure that can be sent via SNMP.
- 2.5.7 The AIS PSS HMI should include advanced logging for troubleshooting broadcast of messages received on the PI (e.g. Messages received on PI, FATDMA broadcast of message received on PI, dropped messages, invalid messages, etc).
- 2.5.8 The AIS PSS HMI should include secured connections to its interfaces (https, SSH, SNMP v3, etc).

APPENDIX A - LIST OF ACRONYMS

AIS	Automatic Identification System
ALR	Alerting
CAB	Conformity Assessment Board
CCG	Canadian Coast Guard
DSC	Digital Selective Call
FATDMA	Fixed Access Time Division Multiple Access
GFE	Government Furnished Equipment
GPS	Global Positioning System
HMI	Human Machine Interface
IALA	International Association of Marine Aids to Navigation and Lighthouse Authorities
IEC	International Electro-technical Commission
ISED	Innovation, Science and Economic Development
ITU	International Telecommunications Union
LSS	Logical Shore Station
NMEA	National Marine Electronics Association
OpNet	Operational Network
PER	Packet Error Rate
PI	Presentation Interface
PSS	Physical Shore Station
SNMP	Simple Network Management Protocol
TCP/IP	
TDMA	Time Division Multiple Access
VDL	VHF Data Link
VHF	Very High Frequency
VDM	VHF Data-Link Message

APPENDIX B - REFERENCES

Table 1 - References

No	Title	Publication Date	AMIS
1.	IALA Recommendation A-124 on Automatic Identification System (AIS) Shore Station and Networking aspects of the AIS Services. Edition 1.1, December 2003	December 2003	N/A
2.	Recommendation ITU-R M.1371-1, Technical characteristics for a universal ship-borne automatic identification system using time division multiple access in the VHF maritime mobile band.	April 2001	N/A
3.	IALA Technical Clarification On Recommendation ITU-R M.1371-1, Edition 1.4		N/A
4.	IEC 62320-1(FDIS or PAS): Maritime navigation and radiocommunication equipment and systems - Automatic identification systems (AIS) - Part 1: Fixed AIS stations (AIS base station, limited AIS base station and AIS simplex repeater station) - Performance requirements, methods of testing and required test results	Most current	N/A
5.	IEC 61162-1, Maritime navigation and radio communication equipment and systems –Digital Interfaces, Part 1 Single talker and multi listeners.	July 2000	N/A
6.	IEC 61162-100 PAS, Maritime navigation and radio communication equipment and systems –Digital Interfaces, Part 1 Single talker and multi listeners – Extra requirements to IEC 61162-1 for the UAIS.	April 2002	N/A
7.	ICES-003 - Industry Canada's Interference-Causing Equipment Standard for Digital Apparatus, Issue 4	February 2004	N/A
8.	CAN/CSA-CEI/IEC CISPR 22:02 - Canadian Standards Association Standard - Limits and Methods of Measurement of Radio Disturbance Characteristics of Information Technology Equipment	2002	N/A
9	Certification Bodies recognized by Industry Canada to certify equipment to the Canadian radiocommunication and/or broadcasting requirements - available on the internet: http://strategis.ic.gc.ca/epic/internet/inceb-bhst.nsf/en/tt00067e.html	27 June 2005	N/A
10.	RSS-182, Spectrum Management and Telecommunication Policy – Maritime Transmitters and Receivers in Band 156 – 162.5.MHz, Issue 4	September 2003	N/A

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ANNEX "C"

PRICING SCHEDULE - BASIS OF PAYMENT

See electronic attachment no. 03 Annex C Pricing Schedule - Basis of Payment

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ANNEX "D"

TASK AUTHORIZATION FORM

(insert 4 pages)

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization
(Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address

Enter the applicable information

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Security Requirements

Enter the applicable requirements

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

Aux fins de révision seulement

TA Revision Number

Enter the revision number to the task, if applicable.

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable.
Paragraph (a) applies only if there is a revision to an authorized task.

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a une révision à une tâche autorisée.

(a) Reason for revision of TA, if applicable:
Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐

No - Non

☐

Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A.Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>



Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

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ANNEX "E"
BID TECHNICAL EVALUATION MATRIX

See electronic attachment no. 01 Evaluation Matrix

Solicitation No. - N° de l'invitation F7048-200089/B	Amd. No. - N° de la modif. 128qf	Buyer ID - Id de l'acheteur 128qf
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ANNEX "F"

PROOF OF COMPLIANCE TESTING MATRIX

See electronic attachment no. 02 Proof of Compliance

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ANNEX “G” 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);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "H" to PART 5 OF THE BID SOLICITATION
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)