

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**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**

<b>Title - Sujet</b> NASA MISSION SUPPORT SCIENTIST	
<b>Solicitation No. - N° de l'invitation</b> 31034-124346/A	<b>Date</b> 2012-08-22
<b>Client Reference No. - N° de référence du client</b> 31034-124346	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-211-6003	
<b>File No. - N° de dossier</b> VIC-2-35095 (211)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Park, Isabell	<b>Buyer Id - Id de l'acheteur</b> vic211
<b>Telephone No. - N° de téléphone</b> (250) 363-3981 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATIONAL RESEARCH COUNCIL CANADA 5071 WEST SAANICH RD VICTORIA British Columbia V9E2E7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

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

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 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>) 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 (2012-07-11) 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: sixty (60) days

Insert: ninety (90) days

### 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 on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

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

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

#### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( 2 hard copies)  
Section II: Financial Bid ( 1 hard copies)  
Section III: Certifications (1hard 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 their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

##### 1.1.1.1 Working Language:

The Instrument Scientist (JNIS) must be fluent in oral and written English, which is the operational language of the Science & Operations Center (S&OC). This criterion must be demonstrated per the bidder's response in Section 3 of table 1.1.2, "bidder must provide Narrative".

##### 1.1.1.2 Maximum Budget

Price component must not exceed the maximum budget amount of USD \$164,000.00 for the initial 18-months period.

#### 1.1.2 Point Rated Technical Criteria

### INSTRUCTIONS FOR COMPLETING TECHNICAL PROPOSAL

This proposal should identify technical and/or scientific and management expertise and state their specific qualifications for the work involved. Detailed résumés /CV are to be included in the proposal.

The following information will be used to confirm the bidder's capability:

- a) References confirm record of employment and relevant expertise
- b) Relevant technical and/or published scientific papers
- c) Any other Bid appendices deemed appropriate by the Bidder

### EXAMPLE:

If there is insufficient space in the table, assign SIR # (Supplementary Information Reference) and provide the appropriate details on a separate page in your proposal.

ITEM	SPECIFICATION	BIDDER'S RESPONSE	Evaluation (NRC use)	Bidder's Comments CSP or SRI #
3.a	Experience in (preferably space) observatory and astronomer support	Spitzer Support Scientist (8 years)	LEAVE BLANK NRC USE	Please refer to SIR #01 for details
3.b	Experience in writing	23 refereed science publications; 30	LEAVE BLANK	For additional details refer to

	technical reports and research papers	conference proceedings;  10 SPIE papers; 2 Instrument Data Handbooks	NRC USE	SIR #02, in my proposal
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SIR #01: In the present example, this Supplemental Information Reference corresponds to a detailed professional resumé.

SIR #02: In the present example, this Supplemental Information Reference is a detailed list of publications, which has been divided into "refereed" scientific papers, "unrefereed" papers (conference proceedings), and "technical" papers (e.g., describing efforts in instrumentation, data calibration, etc.)

**Table 1.1.2**

#	TECHNICAL RATED CRITERIA	Max pts.
1	<p><b>BIDDER'S EDUCATION/ACADEMIC CERTIFICATION(S)*:</b> Bidder has a PhD in:</p> <ul style="list-style-type: none"> <li>• Astronomy / Astrophysics (maximum of 50 pts.),</li> <li>• Physics (maximum of 40 pts.),</li> <li>• Related Field: _____ (maximum of 39 pts.)</li> </ul> <p>Points will be allocated based on the type of degree and granting institution (degree(s) from some institution compared to others may be deemed to have lower standards)</p> <p><b>OR</b></p> <p>Science MSc, based on relevance to contract work, will be assigned a maximum of 25 pts.</p> <p>*If requested, academic certification(s) or proof of education must be provided to the contracting authority with specified time period. If bidder is unable to provide proof of education, the bid will be deemed non-compliant.</p>	50
2	<p><b>BIDDER'S EXPERIENCE:</b> Research in postdoctoral or similar research with relevance to contract work:</p> <p>i) Postdoc (or similar) Research: &gt; 7 Years = 30 points Range of = 1 years to = 7 years, prorated at actual years ÷ 7 = points { Example: 5.5 years or experience = 5.5/7 x 30 points = 23.5 pts }</p> <p>Range of 0 years to = 1 year = 0 points</p>	30
3	<p>Experience with infrared detectors will count higher than experience with optical CCDs. Lists of talks and presentations will be required to score the applicants on skills in presentation and documentation.</p> <p>In all of these categories scores may range from 0 to the full amount.</p>	

	<p><b>The bid proposal must include letter(s) of reference</b> and will be used in the scoring process. Collectively, the bidder's letter(s) of reference must address each of the criteria in lines 'a' through 'h' below note: In the case of multiple letters of reference, points will not be duplicated where the same exact information is presented in one letter and then a subsequent letter etc.</p> <p>Bidder must provide narrative (i.e. resume, CV) with details of all these items: Scores range up to the maximum depending on duration depth, and details of earlier work and knowledge. For example: experience in a ground based observatory is good but experience in a space-based observatory is ranked higher. The level of support provided will also matter. Detailed knowledge and work with astronomical instruments will count higher than simply helping astronomers fill in proposal forms.</p>	
a.	Experience in (preferably space) observatory and astronomer support	30
b.	Experience in writing technical reports and research papers	20
c.	Knowledge of programming languages and data analysis packages	20
d.	Oral and presentation communication skills	10
e.	Experience in analysis of narrow-band or high contrast imaging data	10
f.	Experience with astronomical detectors (preferably infrared)	10
g.	Experience with calibrating and commissioning astronomical instrumentation	10
h.	<p>Describe the scientific research you would pursue in the performance of the contract</p> <p>Include a short introduction with a brief evaluation of the need for the research, the objectives of the proposed research.</p> <p>A description of the proposed methodology to meet the requirement, the degree of success expected and any anticipated difficulties.</p>	15
<b>MAXIMUM POINTS AVAILABLE</b>		<b>215</b>

## 1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

## 2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria; and
  - c. Must not exceed the maximum budget of USD \$164,000.00.

The rating is performed on a scale of 215 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

4. 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 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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.

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 points equals 135 and the lowest evaluated price is \$45,000 (45).

**Highest Combined Rating Technical Merit (60%) and Price (40%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

**1. Code of Conduct Certifications - Consent to a Criminal Record Verification**

**1.1** Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

## 2. Certifications Precedent to Contract Award

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

### 2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
2. Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.  
If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

- d.  is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Former Public Servant Certification

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

### Definitions

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

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

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

"pension" means, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? **Yes** (  ) **No** (  )

If so, the Bidder must provide the following information:

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

### Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

### **2.6 Education and Experience**

SACC *Manual* clause A3010T (2010-08-16) Education and Experience

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

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

### **3. Standard Clauses and Conditions**

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

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

#### **3.1 General Conditions**

2010B (2012-07-16), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Work is to be performed during the period of *start date to be determined* until March 31, 2014.

#### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Rates for each option year will be subject to a rate, mutually agreed upon between the Contractor and Public Works and Government Services Canada (PWGSC) and adjusted depending on the value of the revisions as the project moves forward.

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

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Isabell (Ji-Yon) Park**  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 250) 363-3981  
E-mail address: ji-yonisabell.park@pwgsc-tpsgc.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.

**5.2 Project Authority**

The Project Authority for the Contract is: **TBA**

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.

**5.3 Contract Administration - TBA**

**5.4 Contractor's Representative**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_  
FAX #: \_\_\_\_\_  
E-MAIL #: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment - Limitation of Expenditure**

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The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of *\$to be determined*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

## 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed *\$to be determined*. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
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.

## 6.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
H1008C (2008-05-12) Monthly Payment

## 7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
  - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - c. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

## 8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. 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)*.

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2012-07-16), General Conditions - Professional Services;
- (c) Annex X, Statement of Work;
- (d) the Contractor's bid dated *(insert date of bid)*.

## 11. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

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## ANNEX "A" STATEMENT OF WORK

For the JWST/NIRISS Instrument Scientist

### 1.0 SCOPE

The Space Exploration Branch of the Canadian Space Agency (CSA) requires a Contractor to provide the services of one dedicated Instrument Scientist to provide Mission & Operations Support for the James Webb Space Telescope (JWST) program at the Space Telescope Science Institute (STScI) in Baltimore, Maryland as part of a cooperative agreement with the National Aeronautics and Space Administration (NASA) of the United States of America. The Instrument Scientist is required to support testing and ground-system development for the Near Infrared Imager and Slitless Spectrograph (NIRISS) component of the Fine Guidance Sensor (FGS) subsystem.

### 2.0 REQUIREMENT

The Instrument Scientist (JNIS) is required to support the development of the NIRISS and the JWST mission.

#### 2.1 TASKS AND RESPONSIBILITIES

The JNIS must perform the following tasks:

**i) Work as an Instrument Scientist for the NIRISS at the JWST Science and Operations Center (S&OC) at STScI.**

Duties include:

- a. Developing in-depth understanding of all aspects of the NIRISS.
- b. Conducting and documenting investigations and trade studies as necessary to contribute to the development of elements of the ground system at the S&OC that support the NIRISS, especially in the areas of instrument operations, instrument calibration, on-orbit commissioning, observation planning, and science data processing.
- c. Conducting and documenting investigations and trade studies as necessary to contribute to the operation and calibration of the NIRISS, in order to ensure that it meets its functional and scientific goals.
- d. Participating in the integration and testing of the NIRISS at the Goddard Space Flight Center, and documenting the results of the cryogenic test campaigns in written reports as required.
- e. Creating documentation to describe the capabilities and use of the NIRISS for General Observers (e.g., the Instrument Handbook).
- f. Serving as an advocate for the NIRISS by working within the Instruments Division at STScI to (i) provide expert advice to relevant stakeholders and (ii) promote effective communication between these groups. Stakeholders include CSA, the FGS Instrument Development Team, COM DEV, the Integrated Science Instrument Module (ISIM) staff at NASA's Goddard Space Flight Center, and the Webb Mission Office at STScI.
- g. Participating in the activities of the Science Mission Office at STScI, by contributing expertise to committees; supporting outreach initiatives to the astronomical community and the general public; and performing other work that adds value to the scientific return from the JWST mission.

**ii) Conduct an active program of scientific research**

- a. Performing astronomical research that contributes to the science mission of STScI and adds value to the JWST mission. This research may take a variety of forms, which include: acquiring and analyzing ground- or space-based observations; performing state-of-the art computations and simulations; or contributing technical expertise to the design and development of innovative astronomical instrumentation.
- b. Writing papers for peer-reviewed journals that describe the results of these research programs.
- c. Presenting the results of these research programs at scientific conferences.
- d. NRC estimates that up to 1/3 of the level of effort provided by the JNIS is appropriate for scientific research.

**2.2 LOCATION OF WORK**

JWST S&OC at the Space Telescope Science Institute, Baltimore, Maryland.

**2.3 Travel**

Travel may be required, principally to the CSA Headquarters (Montréal, QC), COM DEV (Ottawa, ON), JWST Partner Workshops and possibly to other locations as required to support testing of the NIRISS. Shift work to support ISIM testing at the Goddard Space Flight Center may also be required. Scientific research may necessitate additional travel to enable data collection, collaboration, or dissemination of scientific results.

**3.0 DELIVERABLES**

During the execution of this contract, the JNIS must deliver a Progress Report to the Project Authority (PA) and the Canadian JWST Project Scientist on a monthly basis.

The monthly Progress Report must be delivered to the PA by email within two (2) weeks following the end of the reporting month, and must provide a brief summary of work accomplished in the reporting period. As a minimum, it must include:

- a statement indicating whether the contract is within budget
- a statement indicating whether the contract is free of any areas of concern in which the assistance of the Crown would be required.
- a summary of the expenditures (labour, equipment, and travel) during the reporting period and a cumulative total of all expenditures since the start of the contract
- a summary of the work accomplished on the JWST NIRISS program, including a description of existing problems, their status, and their proposed method of resolution
- a summary of research accomplishments
- a summary of any other work performed under this contract.

During the contract, white papers produced by the JNIS that explore certain aspects of the implementation, operation, or use of the NIRISS, or other aspects of the JWST Observatory, as well as configuration-controlled documents authored by the JNIS that describe the operation or calibration of the instrument will also be considered deliverables to the extent consistent with International Traffic in Arms Regulations (ITAR) policies.

At the end of the contract, the JNIS must deliver one (1) copy of a Final Report to the same organizations as the monthly Progress Reports. The Final Report must summarize the work accomplished during the contract period, including:

- status information concerning the JWST NIRISS program
- a summary of major technical or managerial problems encountered during the contract and how these issues were resolved
- a section on "Lessons Learned", in which the JNIS suggests ways to improve future contracts, either technically or with regard to the interaction with Canada, with international partners, or with other scientists.

#### 4.0 Additional allowable EXPENSES (not part of bid evaluation – information only)

The following are reimbursable expenses and must be supported by invoices. These expenses are subject to mark-up.

- i) TRAVEL EXPENSES \*, where such travel is pre-approved in writing, by the NRC Project Authority. NRC Estimates Annual travel expenses: \$15,000.00

\*Travel costs shall be reimbursed in accordance with per diem rates in the Government of Canada Treasury Board Travel Directive, web site:  
([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)),

- ii) COMMUNICATIONS AND PUBLICATION EXPENSES AND OFFICE SUPPLIES identified by the contractor for the purposes of completing the work are subject to prior approval of the Project Authority. Estimated Annual expenses: \$3,000.
- iii) INSURANCE EXPENSES may be invoiced as an expense prior to commencement of the work. All PWGSC Terms and conditions must apply for Commercial Liability and Errors of Omission Insurances, with the following exception, whereby the following reduced amounts must apply : **\$1,000,000 Commercial Liability** and **\$1,000,000 Errors of Omission**.

The contractor is responsible for obtaining the required insurance(s) for the period of the contract, (estimated at \$20,000 per annum). NRC can provide a suggested source of supply for the insurance provider (s) upon request.

**NOTE:** INSURANCE EXPENSES SHALL BE REIMBURSED UP TO A LIMIT OF \$ 20,000.00 PER YEAR. THE CONTRACTOR is RESPONSIBLE FOR ANY cost in excess of the \$20,000.00 limit.

#### 5.0 PROJECT AUTHORITY (PA)

The Project Authority (PA) is responsible for the following:

- verifying progress claims,
- verifying changes in scope,
- verifying schedule or cost
- acceptance of the deliverable items
- accepting the scientific and technological content of the work

### Appendix 1 - ADDENDUM (Information purpose **ONLY**)

Below information does not form part of bid evaluation and is being provided to help potential bidders prepare their proposal.

#### I) Individual Bid - Contractor

NRC requires one scientist only. This solicitation is not an application for employment and the status of the successful bidder will be that of a Contractor, not Employee.

##### A) Pension contributions

For reference, an existing NRC contractor who is working on this project made their own arrangements for pension benefits and chose a plan which was equivalent to 10% of their annual salary. However, each person's requirements are unique and it is bidder's responsibility to investigate plans which meet their situation.

##### B) Health /Medical Insurance

For reference, an existing NRC contractor who is working on this project made their own arrangements and found a health plan which cost \$14,000 in their first year. However, each person's requirements are unique and it is bidder's responsibility to investigate plans which meet their situation.

##### C) Professional dues

It is noted below that the STScl pays for the annual AAS dues. However, other professional dues are the responsibility of the bidder.

##### D) Other related expenses

Other plans for (i.e. life insurance etc), are the responsibility of the bidder.

##### E) Relocation costs (if applicable)

Individuals, who are considering relocation to Baltimore, should consider having a few moving companies estimate the costs for moving. Other move related costs such as legal & real-estate fees for the sale of an existing home and transition costs for purchasing a new home, driver's licence fees should also be considered. . The bidder is a self employed and it is the bidder's responsibility to identify all associated costs including but not limited to the aforementioned items when preparing their proposal.

##### F) Infrastructure overhead

The work location is the Space Telescope Science Institute, Batimore, MD. The following basic infrastructure overhead will be provided to the successful bidder by STScl.

- ◆ STScl does not charge mission support scientists (including the scientists required under this tender) overheads. Scientists will therefore be provided with a work area, use of the existing infrastructure such as electricity, access to telephones, etc. Bidders should however check with STScl,if parking is available and if provided or not.
- ◆ STScl provides scientists with computers (Macs) and the software needed to perform functional work at no cost. These machines can be used for research also.
- ◆ STScl also pays for annual AAS dues.

- G) Insurance(s) : Commercial Liability Insurance \*  
Errors of omission/professional liability insurance \*

\* For reference only. The current Insurance provider for an existing scientist working on this project is being charged the following:

- ◆ CAD\$15,000.00 for Commercial Liability Insurance
- ◆ USD\$5,150.00 for Errors of omission/professional liability Insurance

Bidders may request the name of the current provider (via PWGSC) or, may source a provider of their own choosing. However, NRC will only reimburse up to USD\$20,000 per year.

## ii) **Format & length of content**

Letters of reference: It is likely bidders would send 2-3 letters of reference, However there is no stated quantity. It is important that the letters of reference must have sufficient detail which clearly supports the qualifications / expertise being quoted in their proposal.

There is no limit with respect to the number of pages of material which can be submitted in the bidders' proposal. However, it must clearly contain sufficient detail to address the requirements of the solicitation.

The format is such that bidders must provide a proposal that is organized and addresses all mandatory and point rated criteria outlined in the Solicitation. Bidders should follow the example provided. A suggested table of contents is as follows:

### **Technical proposal - Table of Contents**

1. Cover letter
2. Technical Rated Criteria (i.e. address all items in the table on page 5 and 6 of the solicitation document) There is not enough space in the table. Bidder will need to on separate page(s) which are clearly referenced to the SIR #, as per the example provided.
3. Supporting Documentation - (i.e. letters of reference, CV. Copies of diplomas, published papers).
4. Certifications (i.e. the bidder addresses the items under part 5 "Certifications" )

## lii) **IMMIGRATION - WORK VISA's**

As each person's situation is different, bidders are reminded they are responsible for doing their own research for working in the USA and what is required for entry of themselves, their spouse and dependents into the USA.

For reference, existing individual NRC contractors who are working on this project, made their own arrangements:

Although there are varieties of visa options, for Canadian or Mexican citizen, one existing contractor suggested that the bidder consider a TN (NAFTA Professional or "Free Trade") visa. This is what one contractor has.

The TN must be renewed annually, but the requirements are straightforward and the amount of work is minimal:

- ◆ Need a letter from NRC (Project Authority) stating that the successful bidder is doing such and so work for JWST between such and so dates; that the person will be paid such and so; and that the person is responsible for providing his/her own health insurance and other benefits. Need a letter from the Webb Mission Office at STScl stating that the successful bidder is coming to do such and so work at JWST between such and so dates and that STScl is not paying them anything or providing any benefits.

Solicitation No. - N° de l'invitation

31034-124346/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35095

Buyer ID - Id de l'acheteur

vic211

Client Ref. No. - N° de réf. du client

31034-124346

CCC No./N° CCC - FMS No/ N° VME

- 
- ◆ Need to show up at the border with PhD diploma (and a translation if it's in French).

Once the letters are in hand, the process is very quick, though it does require that the successful bidder be entering the US. Consequently, travel schedules need to be arranged (and timed) appropriately. Note spouse cannot work under the "TD" visa that they'd receive as a dependent. If they wanted to work, they'd need to make their own visa arrangements.

Additional information of the TN visa: [http://travel.state.gov/visa/temp/types/types\\_1274.html](http://travel.state.gov/visa/temp/types/types_1274.html)

Further useful information may be found here (but subject to your own verification):  
[http://en.wikipedia.org/wiki/TN\\_status](http://en.wikipedia.org/wiki/TN_status)

Other possibilities:

- ◆ J1 visa (primarily meant for students)
- ◆ H1 visa ("distinguished visitors")
- ◆ Permanent Resident ("green card"; need to have status in US; takes years).

Some pros/cons are discussed in the Wikipedia article given above.

Current scientists under Contract did not have any experience with J1 or H1 visas but suggest they'd be problematic for a various reasons.

**ANNEX "B" BASIS OF PAYMENT****FINANCIAL PROPOSAL - Must quote in \$USD**

The Bidder must submit a firm, all inclusive total lot price for the Work that must not exceed **\$164,000.00 USD**, FOB Destination (for goods), GST/HST excluded, all applicable customs duty and excise taxes included.

The all inclusive price must include the following costs:

#	ITEM	Qty	UNIT PRICE	EXTENDED PRICE
1.a	<b>PERIOD 1.a Oct 01 2012 to Mar 31 2013</b>  Labour rates: <ul style="list-style-type: none"> <li>· Based upon a 37.5 hours per week</li> <li>· No overtime rates to apply</li> </ul> The <u>all inclusive price</u> must include the following costs: <ul style="list-style-type: none"> <li>· All overhead expenses, including but not limited to, pension contributions, health/medical insurance, professional dues, and all related other plans, <b>AND all relocation costs if applicable.</b></li> </ul>	6 mths	\$ mthly	\$ lot
<b>TOTAL PERIOD 1.a</b>				\$ lot

#	ITEM	Qty	UNIT PRICE	EXTENDED PRICE
1.b	<b>PERIOD 1.b, April 01 2013 to Mar 31 2014</b>  Labour rates: <ul style="list-style-type: none"> <li>· Based upon a 37.5 hours per week</li> <li>· No overtime rates to apply</li> </ul> The <u>all inclusive price</u> must include the following costs: <ul style="list-style-type: none"> <li>· All overhead expenses, including but not limited to, pension contributions, health/medical insurance, professional dues, and all related other plans.</li> </ul>	12 mths	\$ mthly	\$ lot
<b>TOTAL PERIOD 1.b</b>				
<b>TOTAL OF QUOTED PRICE for Period 1.a + 1.b</b>				\$ lot

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## ANNEX "C" INSURANCE

### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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- (m) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - (n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - (o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - (q) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
 Director Business Law Directorate,  
 Quebec Regional Office (Ottawa),  
 Department of Justice,  
 284 Wellington Street, Room SAT-6042,  
 Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
 Senior General Counsel,  
 Civil Litigation Section,  
 Department of Justice  
 234 Wellington Street, East Tower  
 Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:  
 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.