

REQUEST FOR PROPOSALS (RFP) FOR THE REQUIREMENT OF:

Analogue Geological Sample Library

FOR THE:

CANADIAN SPACE AGENCY



**Bid Submission Deadline:
September 26th, 2013 at 2:00 PM (EDT)**

Submit Bids to:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping (between 8:00 am and 4:30 pm)
6767 Route de l'Aéroport
Saint-Hubert QC
Canada J3Y 8Y9

Attention: Robert Kardum

Reference: CSA File No. 9F052-130356/A

September 3rd, 2013



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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include:

[Pricing Schedule](#)
[Technical and Financial Criteria and Evaluation Procedures](#)
[Certifications Precedent to Contract Award](#)

The Annexes include the:

[Annex "A" Statement of Work](#)

2. Summary

During the past several years, the CSA has invested in the development of scientific instruments targeted for inclusion on future planetary missions. A variety of these prototypes have been developed as part of a geological instrument suite designed to characterize rock and mineral samples while mounted on robotic platforms.

The prototype instruments often represent smaller, lighter, and less power intensive versions of their laboratory counterparts. However, designing for power and mass savings can result in performance tradeoffs. Thus, it is necessary to compare the data products of the prototypes against those generated by more rigorously calibrated bench top instruments.

Ensuring that prototype instruments will meet the requirements for scientific characterization of planetary materials thus requires a suite of geologically relevant materials on which to perform measurements. Thus, the CSA is looking to establish a contract through this bid solicitation in order to:

- procure a collection of rock and mineral samples comparable to those that exist on the Moon and Mars, and;



- perform a variety of laboratory analyses on the samples.

The complete description of the work to be completed under this requirement is provided in [Annex "A"](#).

Interested bidders are required to submit their proposals in accordance with the instructions provided in this RFP.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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* issued by Public Works and Government Services Canada (PWGSC): <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

The [2003 \(2012-03-02\) Standard Instructions - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the bid solicitation. The Standard Instructions 2003 (2012-03-02) - Goods or Services - Competitive Requirements, is amended as follows:

1. Subsection 5.2.d. is deleted in its entirety.

2. In subsection 5.4 of 2003,

Delete: sixty (60) days

Insert: one hundred and twenty (120) days.

3. In Sections 06 and 07,

Delete: PWGSC

Insert: Canada.

4. Section 08 is deleted in its entirety.

5. Subsection 20.2. is deleted in its entirety.

6. In subsections 12.1.a. and 12.1.b.,

Delete: "Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy"

Insert: "corrective measure, under the CSA's Contractor Performance Evaluation policy".

This solicitation and any resulting Contract(s) are being issued directly by the CSA and not by PWGSC acting as Contracting Authority on the CSA's behalf. As a result, for the purposes of this RFP, all references to "Canada", "Crown", "Her Majesty" or "the Government" in the Standard, Instructions, Clauses and Conditions referenced in this document shall mean Her Majesty the Queen in right of Canada as represented by the Minister of Industry, acting through the Canadian Space Agency (CSA).

If there is a conflict between the provisions of 2003 and this document, this document prevails.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract.

1.1 SACC Manual Clauses

[A7035T \(2007-05-25\) List of Proposed Subcontractors](#)

2. Submission of Bids

Bids must be submitted only to the CSA's Tenders Reception Office/Mailroom and Shipping/Receiving bay area located at the rear of the John H. Chapman Space Centre in St-Hubert, QC, by the date, time and at the address



indicated on the front page of this bid solicitation. A Bid is considered received only when it reaches this area and nowhere else at the Agency.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the [Contracting Authority](#) **no later than five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the **Province of Quebec**.

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/Management Bid 4 hard copies and 1 soft copy on CD or DVD)

Section II: Financial Bid 2 hard copies and 1 soft copy on CD or DVD)

Section III: Certifications 2 hard copies

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

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 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach 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, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

[Attachment 1 to Part 4, Technical and Financial Criteria and Evaluation Procedures](#), contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in [Attachment 1 to Part 3](#). The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.



- 1.2 Bidders must submit their prices and rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- 1.3 When preparing their financial bid, bidders should review clause [1.2, Financial Evaluation, of Part 4](#) and [Section 1.1 of Attachment 1 to Part 4](#).
- 1.5 All rates and prices included in the pricing schedule detailed in [Attachment 1 to Part 3](#) exclude travel and living expenses.
- 1.6 Bidders should provide in their financial bid a price breakdown as follows for the firm price quoted in response to the pricing schedule detailed in [Attachment 1 to Part 3](#) for the entire work.

1- Professional fees: For each individual and (or) labour category, bidders should indicate: a) the quoted daily rate, inclusive of overhead and profit, if any; and b) the estimated corresponding time (i.e., days and (or) hours). If daily or monthly rates are proposed, bidders should specify the number of hours included in a working day or month, exclusive of meal breaks.

2- Equipment, if applicable: Bidders should specify each item required for purchase and provide the pricing basis for each one.

3- Materials and Supplies, if applicable: Bidders should identify each category of materials and supplies required for purchase and provide the pricing basis of each one. Bidders should indicate, on a per category basis, whether the items are likely to be consumed during the performance of the contract.

4- Travel and Living Expense, if applicable: For each individual and (or) labour category, bidders should indicate the number and cost of journeys, together with the basis of these costs, which must not exceed the limits of the Treasury Board (TB) Travel Directive. With respect to the TB Directive, only the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp and the other provisions of the Directive referring to “travelers”, rather than those referring to “employees”, are applicable.

5- Subcontracts, if applicable: Bidders should identify any proposed subcontractor and provide in their financial bid for each one a price breakdown in accordance with paragraph 1.5 of Section II of Part 3.

6- Other Direct Charges, if applicable: Bidders should identify any category of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work.

7- Applicable value added taxes: any applicable GST and (or) HST and QST is (are) to be shown separately.

- 1.7 Bidders should include the following information in their financial bid:

- 1 Their legal name;
- 2 Their Procurement Business Number (PBN) and GST number; and
- 3 The name of the contact person (including this person’s mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

- 1.8 **SACC Manual Clauses**

[C3011T \(2010-01-11\), Exchange Rate Fluctuation](#)



Section III: Certifications

Bidders must submit the certifications required under [Part 5](#).

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ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The price specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. work described in the Statement of Work required to be performed within the local area of the supplier's place of business;
- b. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Milestone	Title	Description of the deliverable	Schedule of the delivery	Firm Price
1	Kick-off meeting	WebEx / Telecon	1 week after contract award	\$ _____
2	Sample Acquisition Review	WebEx / Telecon; provides justification for each proposed geological sample with respect to the requirements outlined in Sections 4.	3-4 weeks after contract award	\$ _____
3	Laboratory Analysis Review	WebEx / Telecon; provides the forward plan for anticipated laboratory analyses.	6 weeks after contract award	\$ _____
4	Progress Report	*.doc or *.pdf. The required content is described in section 6 of Annex A (Statement of Work)	10 weeks after contract award	\$ _____
5	Sample Delivery	Samples and subsamples delivered to CSA in appropriate containers.	February 28 th , 2014	\$ _____
6	Final Data Package	Digital file containing all descriptive information (Section 4.4) and laboratory analyses (Section 5) (e.g. *.xls).	February 28 th , 2014	\$ _____
7	Final Review Meeting	WebEx / Telecon	February 28 th , 2014	\$ _____

Evaluated Price (GST/HST and QST excluded): \$ _____

If required in the Statement of Work, Annex A, for work outside the Contractor's place of business, estimated Travel and Living Expenses:

\$ _____



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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids which contain a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical and Financial Criteria

1.1.1 Mandatory Technical and Financial Criteria

Refer to [Attachment 1 to Part 4](#).

1.1.2 Point Rated Technical Criteria

Refer to [Attachment 1 to Part 4](#). Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

- 1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in [Attachment 1 to Part 3](#).

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit 70 % and Price 30 %

2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in [Attachment 1 to Part 4](#) for the point rated technical criteria.

2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

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- 2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):
 $TMS_i = OS_i \times 70$ OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in [Attachment 1 to Part 4](#), determined as follows: total number of points obtained / maximum number of points available.
- 2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **$CR_i = PS_i + TMS_i$** .
- 2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in [Attachment 1 to Part 4](#) will be recommended for award of a contract.
- 2.1.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	92%	82%	88%
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000*
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	92 % x 70 = 64.4	50,000* / 60,000 x 30 = 25	89.4
Bidder 2	82 % x 70 = 57.4	50,000* / 55,000 x 30 = 27.3	84.7
Bidder 3	88 % x 70 = 61.6	50,000* / 50,000 x 30 = 30	91.6 (winning bidder)

* represents the lowest evaluated price



ATTACHMENT 1 TO PART 4 TECHNICAL AND FINANCIAL CRITERIA

1.1 Mandatory Technical and Financial Criteria

The bid must meet the mandatory technical and financial criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the ALL mandatory criteria will be declared non-responsive. Each mandatory criterion should be addressed separately.

To be compliant, the bidder's proposal must meet the following mandatory criterion:

M1. Compliance of established budget

The financial proposal must respect the maximum established budget of \$50,000.00, Goods and Services Tax and Quebec Sales Tax extra, if applicable.

No points are awarded for the mandatory criterion, but it must be met in order for the bidder's proposal to be considered for further evaluation according to the point rated criteria.

1.2 Point Rated Technical Criteria

Proposals meeting all the mandatory criteria will be evaluated and scored as specified in the table inserted below.

Proposals which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Criteria	Title	Minimum Required Score	Maximum Score (points)
R1.	Methodology	N/A	20
R2.	Experience of the Bidder	N/A	20
R3.	Team Expertise	N/A	20
R4.	Number of Samples to be Analyzed and Delivered	A (25%)	20
R5.	Number of laboratory techniques that will be employed	A (25%)	20
Overall Total Score:		70%	100

The evaluation of the rated criteria is supported by a set of 5 benchmark statements (0, A, B, C, D). Each of these statements has a corresponding relative value:

- 0 = 0% of maximum point rating
- A = 25% of maximum point rating
- B = 50% of maximum point rating
- C = 75% of maximum point rating
- D = 100% of maximum point rating



As an example, if the maximum point rating for the “X” technical criterion is 10 points and if a bid receives a “C” for this criterion in the evaluation process, then the score attributed for this criterion will be: 75% of 10 points = 7.5 points (score).

A maximum overall score of 100 points will be awarded for the rated criteria.

In order to be declared responsive, a bid must obtain a minimum overall score of 70% for the rated criteria.

R1. Methodology

This criterion assesses the extent to which the methodology presented in the bidder’s Technical Bid has been developed, its overall feasibility, the degree to which it is capable of delivering the technical and management objectives of this Statement of Work.

- 0) The feasibility of achieving the technical and project management objectives is not demonstrated.
- A) The methodology is deemed inappropriate.
- B) The methodology is reasonable, but gaps exist in the proposed technical methodology or in the proposed project management methodology.
- C) The technical Bid is based on a methodical approach. The effectiveness of the proposed methodology in achieving the technical and project management objectives is both clear and substantiated.
- D) The technical Bid follows a clearly defined methodology. The effectiveness of the proposed methodology in achieving the technical and project management objectives is clear, substantiated and credible.

R2. Experience of the Bidder

The bidder has a track record of managing projects with similar scope in the past.

- 0) The bidder did not demonstrate experience with a similar project.
- A) The bidder seems to have limited experience with projects of similar scope.
- B) The proposal clearly demonstrates that the bidder successfully managed at least one project of similar scope.
- C) The proposal clearly demonstrates that the bidder successfully managed projects of similar scope, performing the work within budget and schedule.
- D) The proposal clearly demonstrates that the bidder successfully managed several projects of similar scope with success performing the work within budget and schedule. The contractor followed established management procedure.

R3. Team Expertise

Team members should be clearly identified. They should have experience with projects of similar scope. Key personnel should have a substantial involvement in the project; their availability for this activity should be clearly shown.

- 0) The bidder did not identify any project manager and/or technical team members in its proposal.
- A) The project manager and technical team members have been identified. They have limited experience with projects of similar scope. The technical expertise does not cover the entire scope of the work to be performed.
- B) The project manager and technical team members have been identified. They have substantial experience with projects of similar scope. However, expertise is lacking in some area required to perform the work.
- C) The project manager and technical team members have been identified and they have substantial experience with projects of similar scope. Key personnel contributed significantly to the projects and had clearly defined roles. The technical expertise covers the entire scope of the work to be performed.



D) The project manager and technical team members have been identified and they have substantial experience with projects of similar scope. Key personnel contributed significantly to the projects and had clearly defined roles. The technical expertise covers the entire scope of the work to be performed. The bidder has identified backup personnel with significant expertise.

R4. Number of Samples to be Analyzed and Delivered

Sample requirements are provided at Section 4 of the SoW. To be counted as one distinctive sample, each sample has to be of a different rock type and cannot be a duplicate of a sample already in CSA's collection (see Section 4.1 of the Statement of Work). Rock types are described in Section 4.2. Geological products of large impacts, as mentioned in Section 4.2, also count as distinctive samples.

- 0) <6 samples
- A) 6-9 samples
- B) 10-14 samples
- C) 15-19 samples
- D) 20 samples or more

R5. Number of laboratory techniques that will be employed

Laboratory techniques are described in Section 5 of the SoW. A laboratory technique has to be employed on all samples, including on the samples already in CSA's collection, to be counted as one.

- 0) Zero (0) technique will be employed.
- A) One (1) or two (2) techniques will be employed.
- B) Three (3) or four (4) techniques will be employed.
- C) Five (5) or six (6) techniques will be employed.
- D) More than six (6) techniques will be employed.



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. Bidders should provide the required certifications in Section III of their bid.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Certifications Precedent to Contract Award

The certifications included in [Attachment 1 to Part 5](#), Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or 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.



ATTACHMENT 1 TO PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

1.2 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 spending 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,

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 up of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police 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:



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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force 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,; and
- 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 fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

1.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



1.6 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.

Signature of Bidder's Authorized Representative

Date



PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at [Annex A](#) and the technical and management portions of the Contractor's bid entitled _____, dated _____.

2. 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 issued by Public Works and Government Services Canada.

2.1 General Conditions

[General Conditions – Higher Complexity – Services 2035 \(2013-06-27\)](#) apply to and form part of the Contract with the following modifications:

- 1) For the purposes of this contract, all references to "Canada", "Crown", "Her Majesty" or "the Government" in the clauses and conditions herein, including those incorporated by reference, shall mean Her Majesty the Queen in right of Canada as represented by the Minister of Industry, acting through the Canadian Space Agency;
- 2) Paragraph "2035 41 (2012-11-09) Code of Conduct and Certifications – Contract" is deleted in its entirety and replaced with the following:

2035 41 (2010-01-11) Code of Conduct for Procurement

The Contractor certifies that it has read the [Code of Conduct for Procurement](#) and agrees to be bound by its terms.

3. Security Requirements

There are no specific security requirements associated with the work to be performed under this Contract. However, the proposed resource(s) may be required to sign non-disclosure agreements associated with documents received, the work performed and the deliverables submitted under the contract.

Contractor personnel **MAY NOT ENTER** sites where (PROTECTED/CLASSIFIED) information or assets are kept, without an escort provided by the CSA.

4. Term of Contract

4.1 Period of the work

The period of the contract will be for 4 months commencing on the day of contract award.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:



Robert Kardum
Canadian Space Agency
6767 Route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9

Telephone: (450) 926-4875
Facsimile: (450) 926-4969
E-Mail: robert.kardum@asc-csa.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 and/or Technical Authority

To be identified at contract award.

The Project and/or Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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 Contractor's Representative

(to be specified at contract award)

6. Payment

6.1. Basis of Payment – Firm Price for Professional Fees and Cost Reimbursable Subject to a Limitation of Expenditure for Travel and Living Expenses

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax and/or Quebec 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.

6.7 Reimbursement of Travel and Living Expenses

In accordance with:

- a) The *National Joint Council Travel Directive*, Appendices B, C and D <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and
- b) The "Special Travel Authorities", Section 7 for "Persons on contract" http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA-1-eng.asp#Toc65556472 :



The contractor will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the Work, with no allowance for profit and/or administrative fees, upon presentation of supporting documentation except for meals, mileage and incidentals which will be reimbursed without receipts in accordance with the allowances specified in Appendices B, C and D and with the other provisions of the directive referring to "travellers", rather than those referring to "employees" to a limitation of expenditure of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax and/or Quebec Sales Tax are extra, if applicable...

The department will reimburse Contractors up to full-fare economy class only, upon presentation of an electronic ticket receipt indicating the class and price of the ticket.

All travel must have the prior authorization of the Project authority.

All payments are subject to government audit.

6.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. Canada's total liability to the Contractor under the Contract for travel and living expenses must not exceed \$ _____. Customs duties are _____ included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
3. 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.
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.

6.3 Method of Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;



(c) the Work performed has been accepted by Canada.

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

(See [Attachment 1 to Part 3](#))

6.4 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

6.5 T1204 Supplementary Slip Requirement - Invoicing Procedures

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
 2. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information:
 - (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
 - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
 3. The information must be sent with the first invoice to the [invoicing address](#) specified herein. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".
-



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 copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

9F052: FINANCIAL SERVICES
EXPLORATION DEVELOPMENT
6767 ROUTE DE L'AÉROPORT
ST-HUBERT, QC
CANADA J3Y 8Y9

8. Certifications

8.1 Compliance

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. Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

10. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

11. Insurance



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

12. Applicable Laws

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

13. Contractor Performance

1) Canada will evaluate the Contractor's performance during and upon completion of the work. If the Contractor's performance is determined to be unsatisfactory on more than one contract, the Contractor's bids on future work may be inadmissible for a period of 18 months or 36 months thereafter.

2) The Contractor Performance Evaluation Report Form used to record the performance is attached to the contract at Appendix ___.

14. 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) [General Conditions – Higher Complexity – Services 2035 \(2013-06-27\)](#);
- (c) Annex X, Statement of Work;
- (d) Annex X, Basis of Payment;
- (e) Annex X, Contractor Performance Evaluation
- (f) the Contractor's bid dated _____.



ANNEX A

STATEMENT OF WORK



Title:

Analogue Geological Sample Library

1. Reference Documents

- RD-1 CSA Geological Sample List
(available at <ftp://ftp.asc-csa.gc.ca/users/TRP/pub/> in the "Analogue Geological Library" folder)
- RD-2 Science Priorities for Mars Sample Return:
(<http://www.planetary.brown.edu/pdfs/3756.pdf>)
- RD-3 Scientific Context for Exploration of the Moon:
(http://www.nap.edu/openbook.php?record_id=11954)

2. Purpose

This document defines the tasks, deliverables, and milestones to be met by the contractor to supplement CSA's Analogue Geological Sample Library. The overarching goal of this project is to select and procure a variety of geological samples similar to those found on the Moon and Mars, and to perform laboratory analyses on these samples and others currently held in CSA's collection.

The samples and final written deliverables must be presented to CSA no later than February 28th, 2014.

3. Context

During the past several years, CSA has invested in the development of scientific instruments targeted for inclusion on future planetary missions. A variety of these prototypes have been developed as part of a geological instrument suite designed to characterize rock and mineral samples while mounted on robotic platforms.

The prototype instruments often represent smaller, lighter, and less power intensive versions of their laboratory counterparts. However, designing for power and mass savings can result in performance tradeoffs. Thus, it is necessary to compare the data products of the prototypes against those generated by more rigorously calibrated bench top instruments.

Ensuring that prototype instruments will meet the requirements for scientific characterization of planetary materials thus requires a suite of geologically relevant materials on which to perform measurements. Therefore, the overarching goals of this project are:

- to procure rock and mineral samples comparable to those that exist on the Moon and Mars to add to CSA's current collection (see RD-1), and;
- to perform a variety of geochemical laboratory analyses on all samples (i.e. the samples already part of CSA's collection and the additional samples procured in the context of this contract).

Laboratory analyses performed on the samples will be documented in a mutually agreed upon digital format (e.g. Microsoft Excel spreadsheet, Microsoft Access database, etc). Once the analyses are completed, the samples will be delivered by the contractor to CSA and will be stored at CSA. It is anticipated that CSA, at its discretion, will make individual samples available for loan for the purposes of instrument calibration, follow-on



geochemical analyses, and educational purposes.

4. Sample Requirements

4.1. CSA's Existing Collection

CSA presently holds a modest collection of Mars-analogue geological samples (RD-1). Bidders should not propose to procure samples already included on this list. Samples from the existing collection will be sent to the contractor after the start of the contract.

4.2. Rock Types

The total number of samples provided at the end of the project will be agreed upon by the contractor and CSA. It is expected that a minimum collection will comprise:

- Mars-analogue rocks (see RD-2)
 - Sedimentary rock suite
 - Hydrothermally altered rock suite
 - Low-temperature altered rock suite
 - Igneous rock suite

- Lunar-analogue rocks (see RD-3)
 - Basaltic rock suite
 - Anorthositic rock suite

In addition, geological products of large impacts, including melts and shock metamorphosed target rocks would be welcome, regardless of target rock type.

4.3. Physical Requirements

Additional samples can be purchased from commercial providers, collected from field sites, or selected from the contractor's personal collection(s). For each type of rock selected, the contractor shall provide:

- (i) a hand-sample;
- (ii) a thin section, and;
- (iii) sub-samples that will facilitate laboratory analysis (e.g. powders).

4.4. Documentation

Each sample shall be accompanied by a photograph (with appropriate scale) and a narrative description of the following:

- Rock type
- Process of formation
- Relevance to lunar / Martian geology
- Physical properties: mass, density, strength
- Lithology: grain size, color, texture, fabric
- Sample origin (i.e. collected in field, purchased from provider, etc.)

For existing CSA samples, information on rock type, origin, and mass is provided in RD-1.

4.5. Shipping and Storage



The contractor shall provide the appropriate containers for hand samples and sub-samples that will minimize the chance of damage to samples during shipping and will facilitate long-term storage (e.g. case with custom foam padding, etc.). The containers must be large enough to contain the existing samples from CSA's collection and the procured samples.

5. Laboratory Analyses

Chemical and mineralogical characterization of all samples (i.e. those existing in CSA's collection and those procured under contract) shall be provided by the contractor using as many different techniques as possible, including but not limited to:

- Energy Dispersive X-Ray Spectroscopy (EDS)
- Inductively Coupled Plasma Mass Spectrometry (ICP-MS)
- Infrared (IR) Spectroscopy
- Laser-Induced Breakdown Spectroscopy (LIBS)
- Microprobe Analysis
- Mossbauer Spectroscopy
- Particle Induced X-Ray Emission (PIXE)
- Raman Spectroscopy
- X-Ray Diffraction (XRD)
- X-Ray Fluorescence (XRF)

Major chemical and mineralogical species will be identified and quantified to the extent of the contractor's abilities.

If the contractor does not have access to one or several of these laboratory instruments, complementary analyses may be performed by subcontractors.

6. Contract Schedule and Deliverables

Table 1 outlines the envisioned contract deliverables and the schedule against which they shall be delivered:

Table 1 - Project Schedule and Deliverables

Milestone	Title	Description of the deliverable	Schedule of the delivery
1	Kick-off meeting	WebEx / Telecon	1 week after contract award
2	Sample Acquisition Review	WebEx / Telecon; provides justification for each proposed geological sample with respect to the requirements outlined in Sections 4.	3-4 weeks after contract award
3	Laboratory Analysis Review	WebEx / Telecon; provides the forward plan for anticipated laboratory analyses.	6 weeks after contract award
4	Progress Report	*.doc or *.pdf. The required content is	10 weeks after contract award



		described below.	
5	Sample Delivery	Samples and subsamples delivered to CSA in appropriate containers.	February 28 th , 2014
6	Final Data Package	Digital file containing all descriptive information (Section 4.4) and laboratory analyses (Section 5) (e.g. *.xls).	February 28 th , 2014
7	Final Review Meeting	WebEx / Telecon	February 28 th , 2014

The Progress report mentioned in the table above must contain the following three (3) parts:

(a) PART 1: The Contractor must answer the following three questions:

- (i) Is the project on schedule?
- (ii) Is the project within budget?
- (iii) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

(b) PART 2: Progress of the Work:

- (i) Actual and forecast expenditure on a monthly basis for the period being covered. (Expenditures are to be outlined by month and by task.)
- (ii) A table or diagram showing the progress of the Work against the Contractor's original schedule.

(b) PART 3: A narrative report, brief, yet sufficiently detailed to enable the Project/Technical Authority to evaluate the progress of the Work, containing as a minimum:

- (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
- (ii) An explanation of any variation from the work plan (budget and schedule).
- (iii) A description of travels connected with the contract during the period of the report.
- (iv) A description of any geological samples, pieces of material or equipment purchased or constructed during the period of the report.

7. Cost

The expenditure for this service contract has a limitation of CAD \$50,000 (FY 13-14).