

REQUEST FOR PROPOSAL
TECHNICAL SUPPORT SERVICES FOR THE DEMONSTRATION OF THE FEASIBILITY OF
THE "CANADIAN COASTAL AND INLAND WATERS (WATERSAT)"
MICROSATELLITE MISSION

At the Canadian Space Agency

Bid Submission Deadline:
December 4, 2013 at 2:00 p.m. (EST)

Submit Bids to:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping (8:00 to 16:30)
Closed between 12:00 and 13:00
6767 route de l'Aéroport
Saint-Hubert (Quebec) J3Y 8Y9
Canada

Attention to: Isabelle Doray

Reference: CSA File n°
9F045-13-0625

Note: Please read this Request for Proposal carefully for further details on the requirements and bid submission instructions.



November 7, 2013

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1:** General Information:
provides a general description of the requirement;
- Part 2:** Bidder Instructions:
provides the instructions applicable to the clauses and conditions of the RFP;
- Part 3:** Offer Preparation Instructions:
provides bidders with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4:** Evaluation Procedures and Basis of Selection:
indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5:** Certifications:
includes the certifications to be provided;
- Part 6:** Security Requirements:
includes specific requirements that must be addressed by bidders;
and
- Part 7:** Resulting Contract Clauses:

The Annexes include the Statement of Work, the Basis of Payment, the Task authorization Form, the Evaluation Criteria and Benchmark Statements and the performance evaluation form

2. Summary

TITLE: Technical Support Services for the Demonstration of the Feasibility of the Canadian Coastal and Inland Waters (WATERSAT) Microsatellite Mission

REQUIREMENT:

The purpose of this Request for Proposal (RFP) is to solicit bids from interested specialized Canadian organizations to provide to the Canadian Space Agency (CSA) a qualified team of consultants that will conduct professional services (per task authorizations) to support the demonstration of the feasibility of the Canadian Coastal and Inland Waters (WATERSAT) microsatellite mission.

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

A description of the type of professional services (potential tasks) that will be requested through Task Authorizations in an eventual Contract, is provided in the Statement of Work (SOW) attached hereto as Annex "A". Bidders will however not be asked to describe in their proposal any preliminary concept for the WATERSAT Mission, nor present any work packages to execute the work outlined in the SOW. Instead, Bidders are asked to explain and demonstrate their experience and expertise to perform the type of work identified in the SOW.

One Task Authorization Contract will be issued in response to this request for proposals. This contract will be offered to the Bidder who will meet the mandatory requirements and who will obtain the highest score for technical evaluation of their proposal.

The vendor (prime contractor) submitting the proposal shall be hereinafter referred to as the 'Bidder'.

The vendor (prime contractor) performing the work shall be hereinafter referred to as the 'Contractor'.

In this document, the Canadian Space Agency is also referred to as 'CSA' or the 'Agency' and is the Customer. The Contractor will report directly to CSA.

PERIOD OF CONTRACT: a two (2) years period with a possible option for a one (1) year period

MAXIMUM VALUE OF CONTRACT INITIAL PERIOD: \$500,000.00.

3. 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 Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) 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 this bid solicitation and accept the clauses and conditions of the resulting contract.

1.1 SACC Manual Clauses

The document 2003 (2013-06-01) - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

Delete section - 01 (2012-09-11) Code of Conduct and Certifications - Bid

Insert section - 01 (2012-07-11) Code of Conduct and Certifications - Bid

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

Delete: sixty (60) days

Insert: hundred twenty (120) days

2. Submission of Offers

Offers must be submitted only to the Canadian space Agency Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Proposal.

Due to the nature of the Request for proposal, transmission of offers by facsimile or e-mail will not be accepted.

3. Enquiries - Request for proposal

All enquiries must be submitted **BY E-MAIL** to the Contracting Authority no later than **three (3) calendar days** before the Request for proposal (RFP) closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the RFP 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 bidders 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 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 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that bidders provide their offer in separate sections as follows:

Section I: Technical Offer one (1) hard copy and one (1) electronic copy presented as a single document on a DVD

Section II: Financial Offer one (1) hard copy and one (1) electronic copy presented as a single document on a DVD

Section III: Certifications one (1) hard copy and one (1) electronic copy presented as a single document on a DVD

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

Canada requests that bidders follow the format instructions described below in the preparation of their offer.

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the Request for proposal

SECTION I: TECHNICAL OFFER

In their technical offer, bidders should explain and demonstrate how they propose to meet the mandatory requirements and their experience and expertise to perform the type of work identified in the SOW.

It should be noted that Bidders are not asked to describe in their proposal any preliminary concept for the WATERSAT Mission, nor present any work packages to execute the work outlined in the Statement of Work (Annex A). There will be specific Task Authorizations to address this work later as part of the Contract.

A. GENERAL INFORMATION

Section I will be contained within a single binder/document. The total number of pages, excluding appendices E and F, shall not exceed 140 pages. The information shall be presented in the following order:

- Title Page
- Table of Contents
- Proposal
- Appendices

B. TITLE PAGE

This is the first page of the Bid. It should clearly state:

1. RFP file number and title;
2. The Bidder's name and address;
3. List of Contacts: this shall include all of the Bidder's points-of-contacts involved in the Bid development and/or contract negotiations.

The following example format shall be used:

Table 1 : - Sample List of Contacts

Role	Name	Telephone	Fax	E-mail
Project Manager				
Project Engineers/ Principal Investigator				
Contracting Authority				
Claims officer				
Communications (for press release)				
Etc.				

C. TABLE OF CONTENTS

The table of contents should be formatted such that its headings are linked to their respective location in the Bid for ease of reference when using the Bid's electronic version.

D. PROPOSAL

The proposal will address all relevant qualifications and experiences to fulfil mandatory requirements and to evaluate the point-rated evaluation criteria. It shall clearly demonstrate why the Bidder is a strong candidate to perform the type of work identified in the SOW.

The Bidder shall demonstrate the understanding of the high-level mission objectives of the WATERSAT microsatellite mission, the relevant qualifications and experience of the proposed consultants, and the relevant knowledge, experience, expertise and complementarities of the corporate entities to which the proposed consultants belong.

To facilitate the evaluation of the Bid, the Technical Proposal must be structured according to the point-rated evaluation criteria, i.e. Mission, Engineering and Management Criteria should be presented in separate sections.

Where the same qualifications or experience is used against multiple criteria the Bidder is allowed to use cross-references in case the text is identical.

The recommended content is presented in the following sections.

1. INTRODUCTION

A short introduction to the rest of the proposal should be provided.

2. COMPANY BACKGROUND

This section shall contain a concise overview of the Bidder's company, its personnel and financial resources and related experience. It must cover:

- The nature and structure of the company's organization;
- The principal product or field of endeavour;

3. MISSION SECTION

3.1 Experience in the area of Hyperspectral Remote Sensing and understanding of the High-Level Mission Objectives of the WATERSAT Microsatellite Mission

This section should demonstrate the proposed consultants' recent (within the last 10 years) experience with Hyperspectral Remote Sensing and exhibit an understanding of the high-level mission objectives of the WATERSAT microsatellite mission.

The Bidder is requested to:

- A. Demonstrate the number of years of experience in the area of Hyperspectral Remote Sensing for the proposed consultant with the most experience in this area;
- B. Provide an identification and demonstrate understanding of the WATERSAT mission objectives;
- C. Identify potential end-users and describe how the use of data from this mission could potentially benefit these end-users;
- D. Explain how variations in potential needs of the end-users would influence the ultimate design of the mission and spacecraft;
- E. Provide examples to illustrate the explanations of the above.

3.2 Understanding of Scientific/Technical Principles and Challenges Specific to the WATERSAT Microsatellite Mission

This section should identify the scientific/technical principles and challenges specific to the WATERSAT microsatellite mission, and demonstrate an understanding of these principles and challenges

The Bidder is requested to:

- A. Identify the scientific/technical principles and challenges specific to the WATERSAT mission and to the fact that a microsatellite platform is used for this mission;

- B. Provide references to previous work performed in the area of microsattellites, the area of Hyperspectral Remote Sensing, and the payload area relevant to the WATERSAT mission;
- C. Propose and substantiate potential solutions to the challenges.

4. ENGINEERING SECTION

4.1 Experience in Space Mission Analysis & Design and Concept Studies

This section should demonstrate the Bidder's proposed team's recent (within the last 10 years) experience in undertaking satellite mission analyses and design (SMAD) and carrying out concept studies for space missions similar to the WATERSAT mission.

The Bidder is requested to:

- A. Demonstrate his SMAD experience;
- B. Show his experience in translating, organizing and prioritizing high level user requirements into mission requirements and performing mission analyses and design leading to initial mission/system/payload concepts;
- C. Provide examples to demonstrate the experience.

4.2 Experience in Optical Payload Design

This section should demonstrate the Bidder's proposed team's recent (within the last 10 years) experience in the design of optical¹ payloads in the area relevant to the WATERSAT mission.

The Bidder is requested to:

- A. Demonstrate optical payload design experience, in general, specifically in the payload area relevant to the WATERSAT mission, and specifically for a microsattelite platform;
- B. Provides examples to demonstrate the experience.

4.3 Experience in Satellite Bus, Integration and Test.

This section should demonstrate the Bidder's proposed team's recent (within the last 10 years) experience in the design and development of a satellite bus and the integration and test of a complete satellite, including the integration of a payload onto a spacecraft bus.

The Bidder is requested to:

- A. List satellite bus development and satellite integration and test activities that have been successfully completed by members of the Bidder's proposed team;
- B. Show whether any of these activities have been successfully completed for a microsattelite class satellite;
- C. Provide examples to demonstrate the experience.

4.4 Experience in Space Mission Planning and Development

This section should demonstrate the Bidder's proposed team's recent (within the last 10 years) experience with space mission planning and development.

¹ Payloads must have been intended for use in space. The same applies to every reference to "optical payload" within this document.

The Bidder is requested to demonstrate experience in:

- A. Developing bottom-up mission cost estimates;
- B. Developing a mission schedule;
- C. Performing a technology readiness assessment and developing a technology development plan;
- D. Developing an overview of the development and manufacturing approach, including product assurance and quality control;
- E. Performing a mission risk assessment;
- F. Identifying potential collaborations;
- G. Performing a identification of intellectual property that could be generated;
- H. Providing an overview of a Canadian capabilities development strategy;
- I. Providing a preliminary commercialisation plan

5. MANAGEMENT SECTION

5.1 Corporate Capabilities

This section should demonstrate the knowledge, experience, expertise and complementarities of the corporate entities to which the individuals of the proposed team belong, and the infrastructure and tools in place to perform the work.

The Bidder is requested to:

- A. Provide for each organization involved a track record of successfully completing projects of similar scope, complexity and technology as described in the current Statement of Work;
- B. Describe for each organization involved the methods, processes and tools* in place to successfully complete such work;
- C. Describe for each organization the capability to provide back-up for their member(s) of the proposed team.

* Tools include key engineering software to perform space mission analyses & design, and simulation and analysis of high-level performance of payload instruments.

5.2 Corporate Management Expertise and Approach

This section should demonstrate the management expertise and approach of the corporate entities to which the individuals of the proposed team belong.

The Bidder is requested to:

- A. Demonstrate expertise in Project Management by the Prime Contractor as well as by sub-contractors and/or partners;
- B. Describe the teaming arrangement at corporate level and potentially show that the same teaming arrangement has been successful on previous projects;
- C. Describe successful collaborations of the Prime Contractor with subcontractors in the past;
- D. Present organization charts of all the organizations involved.

5.3 Project Management Experience and Approach

This section should demonstrate the proposed consultants' recent (within the last 10 years) experience in Project Management and suggest the approach that would be used to manage the work within the team.

The Bidder is requested to:

- A. Demonstrate the number of years of experience in Project Management for the proposed consultant with the most experience in this area;
- B. Outline suggested methods of coordinating the work, and tracking and controlling the progress of the team, and correlate these methods to the type of work for this feasibility study contract;
- C. Define the roles and responsibilities of all team members.

E. APPENDICES

The following items should be addressed in individual appendices as part of the Bid.

- A. List of Acronyms used in the Bid
- B. Résumés of Proposed Consultants (maximum 10 résumés)
- C. Mandatory Requirements Compliance
- D. Bidder's Self-Evaluation (see ANNEX D, Section D.5)
- E. Letters of Reference (optional)
- F. Any other Bid appendices deemed appropriate by the Bidder

Section II: Financial Offer

Bidders must submit their firm daily rates in accordance with the Annex B, Basis of Payment.

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 evaluation criteria. There is no financial evaluation. See Annex D
- b) An evaluation team composed of representatives of the Canadian government will evaluate the bids.

2. Basis of Selection - Highest Rated

To be declared responsive, an offer must At Bid closing time,

- (a) comply with all the requirements of the bid solicitation;
- (b) Meet all the Mandatory Requirements listed in Annex D, Section D.1;
- (c) Obtain the required minimum scoring for the Point Rated Evaluation Criteria for each individual criterion, each division of criteria (Mission, Engineering and Management); and for the overall score, see Annex D, Section D.2

Bids not meeting (a) or (b) or (c) will be declared non responsive. Proposals will be evaluated based on the technical offer except for content in appendices E and F which is for information only.

The number of pages of the technical offer is limited to 140 pages, excluding Appendices E and F.

The responsive bid with the highest number of points will be recommended for award of a contract.

In the event that more than one responsive bid has the same Technical Score, the responsive bid with the highest score for the Engineering Criteria division will be considered higher in ranking.

In the event that more than one responsive bid has the same Technical Score, as well as the same score for the Engineering Criteria division, the responsive bid with the highest score for Engineering Criteria 2.4 "Experience in Space Mission Planning and Development" will be considered higher in ranking.

Proposals will be selected as Steps described below:

- Step 1:** Responsive proposals will be evaluated according to the point-rated evaluation criteria in Section D.2.

The resulting "Technical Score" will be the overall score for the point-rated evaluation criteria, which is obtained as the sum of the "Mission", "Engineering" and "Management" division scores.

- Step 2:** Responsive proposals will be ranked starting from the proposal with the highest Technical Score down to the lowest Technical Score resulting in a Responsive Proposal List.

- Step 3:** The highest ranking proposal will be selected for contract negotiation with CSA.

PART 5 - CERTIFICATIONS

1. Certifications Required with the Offer

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.

1.1 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information <https://srisupplier.contractsCanada.gc.ca/>. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): _____

1.2 Federal Contractors Program for Employment Equity

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list

http://www.labour.gc.ca/eng/standards_equity/eq/emp/index.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.

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide

the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

1.3 Former Public Servant

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

1.3.1 Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

1.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?
Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published

proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

1.3.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.3.4 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.

1.4 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.

1.5 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

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.

CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- 1.1. Procurement Business Number
- 1.2. Federal Contractors Program for Employment Equity
- 1.3. Former Public Servant Certification
- 1.4. Status and Availability of Resources
- 1.5. Education and Experience
- 1.6. Certification

We also certify that the signature below is that of a person authorized to sign on behalf of the firm.

Signature

Date

Name (print or type)

Title of person authorized to sign on behalf of the Organization

Name of Organization

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

There is no security requirement associated with the requirement

PART 7 - RESULTING CONTRACT CLAUSES

1. Task Authorization:

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

1.1. Task Authorization Process:

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

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

2035 (2013-06-27), Higher Complexity - Services

~~Delete~~ section 2035 41 (2012-11-09) Code of Conduct and Certifications

~~Insert~~ section 2035 41 (2012-03-02) Code of Conduct and Certifications

2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in
Foreground Information

3. Performance Evaluation

- a) Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

- b) Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX E.

4. Term of Contract

The period of the Contract is from date of Contract to January 31, 2016 inclusive

4.1 Option to Extend the Contract

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

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

5. Contracting Authority

The Contracting Authority for the Contract is:

Name: Isabelle Doray
Title: Contract Agent
Canadian Space Agency
Address: 6767 Route de l'Aéroport
St-Hubert, Quebec
J3Y 8Y9
Telephone: 450-926-4873
E-mail: Isabelle.Doray@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.

6. Project Authority

The Project Authority for the Contract is:

Name: TBD
Title: Senior Engineer, Planning
Canadian Space Agency

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.

7. Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the Task Authorization. Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8. Basis of Payment - Limitation of Expenditure - Task Authorizations
See Annex B

For each individual Task Authorization issued under the Contract that contains a maximum price:

- (a) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (b) Once Canada has paid the maximum price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization/Contract, all of which is required to be performed for the maximum price. If the work described in the Task Authorization/Contract is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum price, Canada is only required to pay for the time spent performing the work related to that Task Authorization/Contract.

9. Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

1. 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;
2. All such documents have been verified by Canada;

3. The Work performed has been accepted by Canada.

10. Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 17.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts

11. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

Invoices must be distributed as follows:

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

CANADIAN SPACE AGENCY
9F045 - FINANCIAL SERVICES
Space Utilization
6767 Route de l'Aéroport
Saint-Hubert (Québec) J3Y 8Y9
CANADA

OR BY E-MAIL : facturationASC.CSAinvoicing@asc-csa.gc.ca

- (b) One (1) copy must be forwarded to the Project Authorities identified under paragraph 6

12. Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays

and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- I. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- II. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

13. Travel Time

The Contractor will not be paid any firm per diem rates for travel time. *Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$(\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}) \div 7.5 \text{ hours}$$

The firm all inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment that is less than 100 kilometers. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under any resulting contract.

14. Travel and Living Expenses

In accordance with:

- a) The Treasury Board Travel Directive, Appendices B, C and D
<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng&merge=2>, and
- b) The "Special Travel Authorities" Directive, Section 7 for "Persons on contract" http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta-eng.asp :

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, 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.

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

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of the Contract.

15. 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 entire contract period. 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.

16. Applicable Laws

Any resulting 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*)

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.

17. 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:
 - 2035 (2013-06-27)**, Higher Complexity Services
 - Delete** section 2035 41 (2012-11-09) Code of Conduct and Certifications
 - Insert** section 2035 41 (2012-03-02) Code of Conduct and Certifications
- (c) Supplemental General Conditions
 - 4007 (2010-08-16)**, Canada to Own Intellectual Property Rights in Foreground Information
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment
- (f) Annex "D", the signed Task Authorizations
- (g) Annex "E" - Performance evaluation form
- (h) the Contractor's bid dated _____. (*insert date of bid*)

Annex "A" - STATEMENT OF WORK

(See document attached)

Annex "B" - Basis of Payment - Limitation of Expenditure - Task Authorizations

SERVICES CATEGORIES	RESOURCE NAME	CONTRACT INITIAL PERIOD		CONTRACT EXTENSION PERIOD
		FIRM DAILY RATES FROM FEBRUARY 1 ST , 2014 TO JANUARY 31 ST , 2015	FIRM DAILY RATES FROM FEBRUARY 1 ST , 2015 TO JANUARY 31 ST , 2016	FIRM DAILY RATES FROM FEBRUARY 1 ST , 2016 TO JANUARY 31 ST , 2017

ANNEX "C" - TASK AUTHORIZATION			
Contract number:			
Contractor:			
Task number:			
TASK AUTHORIZATION REQUEST (For completion by Technical Authority)			
Description of Work to be Performed Statement of Work			
PERIOD OF SERVICES	From:		To:
Work Location			
Travel Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
Other Conditions /Restraints	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			
BILINGUALISM			
List of the categories of personnel for whom the bilingualism is required: (Add lines if necessary)			
Categories	Bilingualism		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
TASK AUTHORIZATION FINANCIAL PROPOSAL (For completion by Contractor)			
Estimated Cost Contract (Insert additional rows as required)			
Category and Name of Proposed Resource	Firm Rate	Estimated Level of effort	Total cost
Professional services estimated cost		Total	
		GST	
		Grand Total (services)	
Travel & Living		Estimated Cost	
		GST	
		Grand Total (Travel & Living)	
Grand Total for Labour and Travel			
TASK AUTHORIZATION APPROVAL			
Signing Authorities			
Name and Title of Individual Authorized to Sign on Behalf of Contractor		Signature	Date
Name of Individual Authorized to Sign on Behalf of Canadian space Agency Project Authority		Signature	Date
Isabelle Doray Name of Individual Authorized to Sign on Behalf of Canadian space Agency Contracting Authority		Signature	Date
Basis of Payment & Invoicing			
For each individual Task Authorization issued under the Contract that contains a maximum price, Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment.			

Annex "D" - Evaluation criteria

(See document attached)

ANNEX "E" - PERFORMANCE EVALUATION REPORT														
Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority														
Name of contractor:					Contract completion date:									
Name of project authority					Branch:									
Contract no.:					Project name:									
Supplier														
Rating scale:					10 à 9 = Excellent			6 à 5 = Satisfactory			2 à 1 = Unsatisfactory			
					8 à 7 = Very Good			4 à 3 = Poor						
1) Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?					10	9	8	7	6	5	4	3	2	1
					Comments:									
2) Please rate the overall quality of the services provided by this supplier.					10	9	8	7	6	5	4	3	2	1
					Comments:									
3) Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.					10	9	8	7	6	5	4	3	2	1
					Comments:									
4) Was the work performed in accordance with the requirements specified in the statement of work?					10	9	8	7	6	5	4	3	2	1
					Comments:									
5) Please rate the quality of communication between the department and the supplier.					10	9	8	7	6	5	4	3	2	1
					Comments:									
6) Were all administrative documents received in accordance with the requirements of the contract? Administrative documents can include but are not limited to: <ul style="list-style-type: none"> • Invoices • Progress reports • Reports on use or business volume • Meeting agendas and minutes • Documentation and quality of work 					10	9	8	7	6	5	4	3	2	1
					Comments:									
Total /60					Excellent: 54 et 60			Poor: 18 à 29						
					Very Good: 42 à 53			Unsatisfactory: 18 or less						
					Satisfactory: 30 à 41									
Signatures Bloc - Evaluation Excellent, Very good or Satisfactory														

 Project Authority

 Contract Agent:

Signatures Bloc - Evaluation Poor or Unsatisfactory

 Technical Expert

 Supply Manager: