

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage
Montréal
Québec
H5A 1L6

Title - Sujet Space Technologies Development	
Solicitation No. - N° de l'invitation 9F063-140572/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 9F063-140572	Date 2015-03-11
GETS Reference No. - N° de référence de SEAG PW-\$MTB-575-13154	
File No. - N° de dossier MTB-4-37358 (575)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-22	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jurca, Anca	Buyer Id - Id de l'acheteur mtb575
Telephone No. - N° de téléphone (514) 496-3378 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

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9F063-140572

Amd. No. - N° de la modif.

001

File No. - N° du dossier

MTB-4-37358

Buyer ID - Id de l'acheteur

mtb575

CCC No./N° CCC - FMS No/ N° VME

PROJECT TITLE:

Space Technologies Development

The above mentioned Request for Proposal (RFP) is hereby amended to insert the section relating to the Clauses and Conditions. Please refer to the document hereto attached.

ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN UNCHANGED.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract

The following Annexes:

Annex A Statement of Work
Annex B Basis of Payment
Annex C Non-disclosure Agreement

The following Attachments:

Attachment 1 to Part 2 Mandatory Non-Disclosure Agreement
Attachment 1 to Part 3 Technical and Managerial Bid Preparation Instructions
Attachment 1 to Part 4 Point Rated Evaluation Criteria
Attachment 1 to Part 5 Federal Contractors Program for Employment Equity – Certification

1.2 Summary

Project title

Space Technologies Development

Description

Public Works and Government Services Canada (PWGSC) on behalf of Canadian Space Agency (CSA) located in St-Hubert, (Quebec), is seeking bids to develop and advance twenty three (23) Priority Technologies that are in line with the Canada Space Agency's (CSA) priorities and mission roadmaps. Priority Technologies are those that have been established by the CSA as the critical technologies to be developed to meet the objectives set forth by the Canadian Space Strategy.

For every Priority Technologies (PTs) the work solicited is the development and advancement of these technologies up to potentially Technology Readiness Level 6 (TRL 6) to reduce technical uncertainties and support approval and implementation of specific potential future space missions of interest to Canada.

Period of Contract

Depending on the Technology Readiness Level (TRL) covered by each technology development contract periods vary between 15 and 24 months.

Intellectual Property

The Intellectual property will vest with the contractor.

Security Requirements

There are no security requirements associated with this requirement.

Integrity provisions for procurement

As per the Integrity Provisions under section 01 of *Standard Instructions 2003 and 2004*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions.

Former Public Servant

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of the *bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants. Please also refer to Part 5 – Certifications.

Trade agreements

This requirement is not subject to the trade agreements.

Canadian Content

The requirement is limited to Canadian goods and/or services.

Controlled Goods Program

This procurement is subject to the Controlled Goods Program. The *Defence production Act* defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA)."

Federal Contractors Program for Employment Equity

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the attachment titled *Federal Contractors Program for Employment Equity - Certification*.

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1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Communications

As a courtesy and in order to coordinate any public announcements pertaining to any resulting Contract, the Government of Canada requests that successful Bidders notify the Contracting Authority, five (5) days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 240 days

2.1.1 Mandatory Non-Disclosure Agreement Requirement

If a Supplier or a subcontractor wishes to review the Reference documents RD-1, RD-2, RD-3, RD-4, RD-5, RD-6 and RD-7 for Priority Technology 8 (PT8) and the Reference documents RD-2, RD-3 and RD-4 for Priority Technology 15 (PT15) it must request these documents from the Contracting Authority listed below through e-mail. The documents mentioned above contains information that is confidential or proprietary to Canada or third party. The Supplier or any subcontractor must sign a Non-Disclosure Agreement in the form set out in Attachment 1 to Part 2 and return the original duly signed to the Contracting Authority before being provided with a copy of these documents. All Suppliers must return the documents at the end of the RFP period, or upon request from the Contracting Authority within thirty (30) days following that request.

2.1.2 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation:

Public Works and Government Services Canada
Quebec Region
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West
7th Floor, Suite 7300
Montreal, Quebec, Canada
H5A 1L6

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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.

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Maximum Funding

The maximum funding available for each contract, one contract by category, resulting from the bid solicitation is indicated in Table 1: *List of Priority Technologies* (Applicable Taxes extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Rank	PT #	Priority Technology Title	Maximum funding (K\$)
1	PT 1	Embedded Visual Odometry (EVO)	650
2	PT 2	Light-weight high performance water color imaging spectrometer	1 000
3	PT 3	Composite Enclosure for Use at Cryogenic Temperature	250
4	PT 4	Wireless Micro Sensor System for Crew Biometric Monitoring	700
5	PT 5	Optical Filter Based Compact Hyperspectral Imager	700
6	PT 6	Soil Hazard Detection for Planetary Rovers	500
7	PT 7	Adaptation of Single Photon Counting Camera for NIR Imaging and Long Range Detection Applications	800
8	PT 8	Modular-CATS	900
9	PT 9	Space Qualifiable Bonded Joints between Carbon Fiber Reinforced Polymer (CFRP) and Aluminum	350
10	PT 10	Integrated LIBS/Raman Sensor	600
11	PT 11	Wide swath scanning detector	900
12	PT 12	Wide Field of View Fore-Optics Development	900
13	PT 13	Planetary Rover & Onboard Instruments Extreme Environment Survival: Lunar Night Survival	800
14	PT 14	LIDAR-based Optical Communication	525
15	PT 15	QEYSSat Detector Assembly	500
16	PT 16	Biological Sensors for Automated Cell Culture Facility	500
17	PT 17	Cryogenic Translation Mechanism for Future Far Infrared Astronomy Missions	750
18	PT 18	Gallium Nitride (GaN) High Power Amplifier development for C and X-Band Applications	800
19	PT 19	Multi-Channel SAR Receiver	800
20	PT 20	Compact Active Sensor Technology (CAST) Prototype	800
21	PT 21	Advanced Single Photon Counting Auroral Ultraviolet Imager	400

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Rank	PT #	Priority Technology Title	Maximum funding (K\$)
22	PT 22	Miniaturized Plasma Imager	400
23	PT 23	ALI Concept Development	350

Table 1: List of Priority Technologies

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

A Bidder can bid on more than one Priority Technology specified in Table 1: *List of Priority Technologies* of Part 2 – *Bidder Instructions* but must submit one separate bid for each Priority Technology. Canada requests that the bidder clearly identifies in the first page of its bid which Priority Technology he is bidding on. The Bidder must follow the same instructions described in this Request for proposal for each bid he submits.

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

Section I: Technical and Managerial Bid (1 hard copy and 1 soft copy on CD/DVD)

Section II: Financial Bid (1 hard copy and 1 soft copy on CD/DVD)

Section III: Certifications (1 hard copy)

- a) 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;
- b) For the soft copies of Section I (Technical and Managerial Bid as well as the Executive Summary), all of the information must be contained in one file. The only acceptable formats are: MS Word, PDF and HTML;
- c) For the soft copy of Section II (Financial Bid), all of the information must be contained in one file. The only acceptable formats are: MS Word, PDF and HTML;
- d) The soft copy of Section II must be submitted on a separate CD than the soft copy submitted for Section I;
- e) Prices must appear in Section II (Financial Bid) only. No prices must be indicated in any other section of the bid;
- f) The total number of pages for Section I should not exceed 50 pages (8.5 X 11 inches) (216 mm X 279 mm) paper excluding bid appendices;
- g) The bid should 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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 and Managerial Bid

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

Part 4: *Evaluation Procedures and Basis of Selection* contains additional instructions that bidders should consider when preparing their technical and managerial bid.

The structure and content requested for the Technical and Managerial Bid (Section I) are detailed in Attachment 1 to Part 3: *Technical and Managerial Bid Preparation Instructions*.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the following:

- (a) A firm, all inclusive lot price for the Work, which must not exceed the maximum funding available for each contract resulting from the bid solicitation specified in Part 2, Table 1: *List of Priority Technologies*. The total amount of Applicable Taxes must be shown separately, if applicable.
- (b) Prices must be in Canadian funds, Applicable Taxes excluded and Canadian customs duties and excise taxes included.

3.1.2 Price Breakdown

Bidders are requested to detail the following elements for the performance of each task, milestone or phase of the Work, as applicable:

- (a) Labour: For each individual and (or) labour category to be assigned to the Work, indicate: i) the hourly rate, inclusive of overhead and profit; and ii) the estimated number of hours.
- (b) Equipment: Specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies: Identify each category of materials and supplies required to complete the Work and provide the pricing basis.
- (d) Travel and Living Expenses: Indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, 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.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and the other provisions of the

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Directive referring to "travellers", rather than those referring to "employees", are applicable. The Treasury Board Secretariat's Special Travel Authorities, http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp, also apply.

- (e) Subcontracts: Identify any proposed subcontractor and provide for each one the same price breakdown information as contained in this article.
- (f) Other Direct Charges: Identify any other direct charges anticipated, such as long distance communications and rentals, and provide the pricing basis.
- (g) Applicable Taxes: Identify any Applicable Taxes separately.

3.1.3 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical and Management Evaluation

4.1.1.1 Point Rated Technical and Management Criteria

Refer to Attachment 1 to Part 4: *Point Rated Evaluation Criteria*. Point rated Technical and Management criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria. Bidder must respect the maximum funding available for each contract resulting from the bid solicitation as indicated in Part 2, Table 1: *List of Priority Technologies* (Applicable Taxes extra, as appropriate).

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

Contracts will be awarded to the best responsive bids in the order of the Priority Technologies listed in Part 2, Table 1: *List of Priority Technologies* i.e. the first contract to be awarded will cater to PT1, with the second to PT2 etc.

4.2.1 To be declared responsive, each bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory evaluation criteria;
- (c) obtain the required minimum of 20 points, on a scale of 40 points, for the Evaluation Criterion #4: *Feasibility of proposed solution in meeting the technical objectives* indicated in Table 4A.1: *List of Evaluation Criteria and Associated Ratings*, of Attachment 1 to Part 4;

-
- (d) obtain the required minimum of 70 points, on a scale of 100 points, for the overall Technical Evaluation portion of the bid as indicated in Table 4A.1: *List of Evaluation Criteria and Associated Ratings*, of Attachment 1 to Part 4.

- 4.2.2 Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive;
- 4.2.3 The responsive bids will be grouped within the Priority Technology in which they belong (PT1, PT2, etc...) and each Priority Technology will be evaluated separately.
- 4.2.4 Responsive Bids, within each Priority Technology will be ranked according to their combined score made up of the overall technical score and pricing score. For each responsive bid, the overall technical score and the pricing score will be added to determine its combined score. Bids will be ranked starting from the Bid with the highest combined score down to the lowest combined score resulting in a Responsive Bid List;
- 4.2.5 For each responsive bid, the score obtained for each technical criterion will be added to determine its overall technical score (maximum of 100 points).
- 4.2.6 To establish the pricing score, the following equation will be used:

$$\text{pricing score} = \left(\frac{\text{max funding} - \text{bid price}}{\text{max funding}} \right) \times 50$$

the pricing score is limited to 10 points. It therefore follows that the maximum pricing score is awarded to bids with a price representing 80% of the maximum funding. Bids with a price lower than 80% funding will receive the maximum score of 10.

- 4.2.7 Neither the responsive bid obtaining the highest overall technical score nor the one with the highest pricing score will necessarily be accepted. The responsive bid with the highest combined score of technical merit and price will be recommended for award of a contract.

In the event that more than one responsive bid has the same combined score in a Priority Technology, the bid which obtained the highest overall technical score will be recommended for award of a contract.

In the event that there are no responsive bids in a particular Priority Technology or all available budget has not been spent, Canada may elect to award one or more contracts to responsive bids that finished second for a particular Priority Technology under the other remaining Priority Technologies. The CSA will look at all the bids that finished second and will make a decision based on the availability of funds and the complementary nature of the bids that finished second. In this context, "complementary" means "a different technical acceptable approach of interest to CSA".

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by adding the overall technical score and pricing scores, respectively. In this example, the maximum funding is 100 000\$ (100)

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Ex. Basis of Selection – Highest Combined Rating of Technical Merit and Price

Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	70	85	92
Bid Price	\$90 000	\$80 000	\$100 000
Calculation of Pricing Score	$((100-90)/100) \times 50 = 5$	$((100-80)/100) \times 50 = 10$	$((100-100)/100) \times 50 = 0$
Combined Score	75	95	92
Overall Rating	3 rd	1st	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

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

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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 Federal Contractors Program for Employment Equity - Certification, found at Attachment 1 to Part 5, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 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. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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.

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.

5.2 Additional Certifications Precedent to Contract Award

5.2.1 Canadian Content Certification

5.2.1.1 *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition.

5.2.2 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3 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.

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PART 6 - FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

6.2 Controlled Goods Requirement

SACC Manual clause A9130T (2014-11-27), Controlled Goods Program – Bid

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PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A and the Contractor's technical and Managerial Bid entitled _____, dated _____ (*will be inserted at contract award*).

7.2 Work Authorization

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work up to the "Work Authorization Meeting and Decisions" (see Annex A – Statement of Work, section A.7.2.3). Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with the Work, the Contracting Authority will advise the Contractor in writing to continue with the work in accordance with the Statement of Work. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with the Work, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2040 (2014-09-25), General Conditions - Research & Development, apply to and form part of the Contract.

7.3.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4002 (2010-08-16), Software Development or Modification Services

4003 (2010-08-16), Licensed Software

7.3.3 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.4 Term of Contract

7.4.1 Period of the Contract *(will be inserted at contract award)*

Depending on the Technology Readiness Level (TRL) covered by each technology development contract periods vary between 15 and 24 months.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anca Jurca
Chief, Procurement
Public Works and Government Services Canada
Quebec Region
7th Floor
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West
Suite 7300
Montreal, Quebec, H5A 1L6

Telephone: 514-496-3378
Facsimile: 514-496-3822
E-mail address: anca.jurca@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority *(will be inserted at contract award)*

The Technical Authority for the Contract is:

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

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

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

7.5.3 Contractor's Representative *(will be inserted at contract award)*

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

SACC Manual Clause A3025C (2013-03-21)

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Contract for a cost of \$ _____ *(the amount will be inserted at contract award)*. Customs duties are included and Applicable taxes are 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.

7.7.2 Method of Payment

7.7.2.1 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B - Basis of Payment and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>) and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.2.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is detailed in Annex B.

7.8 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

7.9 Invoicing Instructions - Progress Claim - Firm Price

1. The Contractor must submit a claim for progress payment using form PWGSC-TPSGC 1111 Claim for Progress Payment (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>).

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify **one (1) original and two (2) copies** of the claim on form PWGSC-TPSGC 1111, forward:
 - a) the **original and one (1) copy** to the Canadian Space Agency at the address shown on page 1 of the Contract under "Invoices" (Financial Services Section) for appropriate certification by the Project Authority identified herein after inspection and acceptance of the Work takes place;and,
 - b) **one (1) copy of the original** progress claim to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 4. The CSA's Financial Services Section will then forward the original and one (1) copy of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 5. The Contractor must not submit claims until all work identified in the claim is completed.

7.10 Certifications

7.10.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

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

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

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*to be inserted at contract award*).

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4002 (2010-08-16), Software Development or Modification Services and 4003 (2010-08-16), Licensed Software;
- (c) the general conditions 2040 (2014-09-25) General Conditions - Research & Development;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Non-disclosure Agreement;
- (g) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" **or** ", as amended on _____" and insert date(s) of clarification(s) or amendment(s))

7.13 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

7.14 Insurance

SACC Manual clause G1005C (2008-05-12), Insurance

7.15 Controlled Goods Program (if applicable)

SACC Manual clause A9131C (2014-11-27), Controlled Goods Program

7.16 Directive on Communications with the Media

1. Definitions

"Communication Activity(ies)" includes: public information and recognition, the planning, development, production and delivery or publication, and any other type or form of dissemination of marketing, promotional or information activities, initiatives, reports, summaries or other products or materials, whether in print or electronic format that pertain to the present agreement, all communications, public relations events, press releases, social media releases, or any other communication directed to the general

public in whatever form or media it may be in, including but without limiting the generality of the preceding done through any company web site.

2. Communication Activities Format

The Contractor must coordinate with the Canadian Space Agency (CSA) all Communication Activities that pertain to the present contract.

Subject to review and approval by the CSA, the Contractor may mention and/or indicate visually, without any additional costs to the CSA, the CSA's participation in the contract through one or both of the following methods at the complete discretion of the CSA:

- a. By clearly and prominently labelling publications, advertising and promotional products and any form of material and products sponsored or funded by the CSA, as follows, in the appropriate official language:
"This program/project/activity is undertaken with the financial support of the Canadian Space Agency."
"Ce programme/projet/activité est réalisé(e) avec l'appui financier de l'Agence spatiale canadienne."
- b. By affixing CSA's corporate logo on print or electronic publications, advertising and promotional products and on any other form of material, products or displays sponsored or funded by the Canadian Space Agency.

The Contractor must obtain and use a high resolution printed or electronic copy of the CSA's corporate identity logo and seek advice on its application, by contacting the Technical Authority, as mentioned in section 7.5.2 of this contract.

3. Communication Activity Coordination Process

The contractor must coordinate with the CSA's Directorate of Communications and Public Affairs all Communication Activities pertaining to the present contract. To this end, the contractor must:

- a. As soon as the Contractor intends to perform a Communication Activity, send a Notice to the CSA's Directorate of Communications and Public Affairs. The Communications Notice must include a complete description of the proposed Communication Activity. The Notice must be in writing in accordance with Article 44 of the General Conditions 2040 contract titled Notice. The Communications Notice must include a copy or example of the proposed Communication Activity.
- b. The contractor must provide to the CSA any and all additional document in any appropriate format, example or information that the CSA deems necessary, at its entire discretion to correctly and efficiently coordinate the proposed Communication Activity. The Contractor agrees to only proceed with the proposed Communication Activity after receiving a written confirmation of coordination of the Communication Activity from the CSA's Directorate of Communications and Public Affairs.
- c. Should the Contractor proceed with the Communication Activity without having previously received the written confirmation of coordination from the CSA's Directorate of Communications and Public Affairs, subject to giving Notice to the Contractor, Canada is entitled to exercise its right under section 155 of the *Financial Administration Act* and retain from payment to the Contractor or recover from the Contractor the amount of damages that may be due to Canada as a result of the release of information by the Contractor.

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ANNEX "A"

STATEMENT OF WORK

The Statement of Work, appended to the bid solicitation package, is to be inserted at this point and forms part of this document.

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ANNEX "B"

BASIS OF PAYMENT

SCHEDULE OF MILESTONES

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

Milestone No.	Deliverable	Firm Amount	Delivery Date
1	Specify		
2	Specify		
3	Specify		
Etc			

Total Firm Price CAN \$ _____
(Taxes Extra, if applicable)

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ANNEX "C"

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial

No: _____

Signature

Date

ATTACHMENT 1 TO PART 2

**MANDATORY NON-DISCLOSURE AGREEMENT (NDA)
FOR
SPACE TECHNOLOGY DEVELOPMENT PROGRAM (STDP)
REQUEST FOR PROPOSAL (RFP)**

**PUBLIC WORKS GOVERNMENT SERVICES CANADA (PWGSC)
FILE # 9F063-140572/A**

BY:

_____, a body corporate duly incorporated under the laws of _____, having its
Head Office located at _____;
Hereinafter referred to as the ("Supplier")

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of
Public Works and Government Services;
Hereinafter referred to as ("Canada")

The Supplier agrees that, for the purpose of preparing a response to PWGSC for the RFP (the
"Purpose") is being giving access to Confidential Information or proprietary to Canada or to third
party and agrees to comply with the obligations referred to under this NDA;

1. The Supplier acknowledges that the Reference documents RD-1, RD-2, RD-3, RD-4, RD-5, RD-6 and RD-7 for Priority Technology 8 (PT8) and the Reference documents RD-2, RD-3 and RD-4 for Priority Technology 15 (PT15) must be treated as confidential and must not be disclosed or used in any way except in relation with the Purpose of this RFP.
2. For the purpose of this NDA, Confidential Information includes, but not limited to the Reference documents RD-1, RD-2, RD-3, RD-4, RD-5, RD-6 and RD-7 for Priority Technology 8 (PT8) and the Reference documents RD-2, RD-3 and RD-4 for Priority Technology 15 (PT15) and any documents, Instructions, guidelines, data, material, advice or another information whether received orally, in printed form or recorded electronically or otherwise and whether or not labeled as proprietary, that is disclosed to a person or entity or that person or entity becomes aware of for the purpose of this RFP.
3. The Supplier agrees that the Reference documents RD-1, RD-2, RD-3, RD-4, RD-5, RD-6 and RD-7 for Priority Technology 8 (PT8) and the Reference documents RD-2, RD-3 and RD-4 for Priority Technology 15 (PT15) will not be reproduced, copied, divulged, released or disclosed, in whole or in part, in whatever way or form any Confidential Information to any person or entity other than a person employed by the Supplier without the prior written consent of the PWGSC's Contracting Authority and for any purpose other than for the preparation of a response to this RFP.
4. The Supplier agrees to immediately notify the PWGSC's Contracting Authority if any person, other than the Supplier's current employees accesses the Confidential Information at any time.

-
5. Also, regardless of whether it is Confidential Information, the Supplier must at all times treat the information designated as Confidential Information and ensure it cannot be accessed by anyone excepting the Supplier's current employees, which have a legitimate "need to know" for the Purpose of presenting a RFP.
 6. The Supplier shall at all times use the same degree of care as it uses to protect its own confidential information of like importance to prevent the unauthorized use or disclosure of Confidential Information, but in no event less than a reasonable degree of care. The Supplier shall not, nor shall it permit its employees to, remove any copyright, confidential, proprietary rights, or intellectual property notices attached to or included in any Confidential Information and shall reproduce all such notices on any copies of the Confidential Information.
 7. The Supplier is responsible for any breach of this NDA by any of its employees, and the Supplier shall not, nor shall permit its employees to, modify, disassemble, decompile, or reverse engineer any Confidential Information even if it relates to the Purpose.
 8. All the Information contained in Reference documents RD-1, RD-2, RD-3, RD-4, RD-5, RD-6 and RD-7 for Priority Technology 8 (PT8) and the Reference documents RD-2, RD-3 and RD-4 for Priority Technology 15 (PT15) and all other Confidential Information disclosed under this NDA shall remain the property of Canada or a third party, or of any other person or entity to whom it lawfully belongs, as applicable.
 9. Without restricting the generality of the foregoing, the Supplier recognizes that no license or conveyance of any rights to the Supplier under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the disclosure of Confidential Information under this NDA.
 10. The Supplier must require any proposed subcontractor with a "need to know", to execute a NDA on the same conditions as those contained in this NDA prior to disclosure of the Confidential Information.
 11. All Confidential Information will remain the property of Canada and must be returned to the Contracting Authority within thirty (30) days following that request.
 12. The NDA remains in force indefinitely.
 13. Nothing in this NDA should be construed as preventing the disclosure or use of any confidential information to the extent that such information:
 - (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
 - (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information; or
 - (c) is disclosed under compulsion of a legislative requirement or any order of a Court or other tribunal having jurisdiction.
 14. The Supplier agrees that a breach of this NDA may result in disqualification of a Supplier or a Qualified Supplier at any time, or immediate termination of the resulting Contract. The Qualified Respondent also acknowledges that a breach of this NDA may result in a review of the Qualified Supplier's security clearance and review of the Qualified Supplier's status as an eligible Supplier for other requirements.

Solicitation No. - N° de l'invitation
9F063-140572/A
Client Ref. No. - N° de réf. du client
9F063-14-0572

Amd. No. - N° de la modif.
File No. -N° du dossier
MTB-4-37358

Buyer ID - Id de l'acheteur
mtb575
CCC No./N° CCC -FMS No./N° VME

15. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been duly signed this day of _____, 2015, by an authorized representative of the

Name of Supplier

Name of authorized representative (print)

Signature
(I have authority to bind the corporation)
Signed by its authorized representative

Witness:

Name of the Witness

ATTACHMENT 1 TO PART 3

TECHNICAL AND MANAGERIAL BID PREPARATION INSTRUCTIONS

3A.1. Technical and managerial bid

The details provided in this Attachment complement the information introduced in paragraph 3.1 of Part 3: *Bid Preparation Instructions*.

The Bidder should present the information about the Technical and Managerial Bid for each Priority Technology in the following order:

1. Title / Project Identification Page (see 3A.2);
2. Executive Summary (see 3A.3);
3. Table of Contents (see 3A.4);
4. Project Definition and Plan (see 3A.5);
5. Bid Appendices (see 3A.6)

The structure of the Technical and Managerial Bid, and its subsections, are described below. Some of the subsection headings are followed by numbers in brackets. These numbers represent the Evaluation Criteria (see Table 4A.1 of Attachment 1 to Part 4) that are applicable to that specific section/subsection for each bid submitted by a Bidder.

3A.2 Title/Project Identification Page

The first page of the each bid submitted should state the following information.

- a) The Request For Proposal file number (Space Technologies 9F063-14-0572/A);
- b) The company's name and address;
- c) The title of the proposed Work (the use of acronyms in the title is discouraged, unless they are described);
- d) The Priority Technology (PT) addressed by the bid (refer to Part 2, Table 1: *List of Priority Technologies*);
- e) The current and targeted TRL (up to TRL 6) of the proposed technology (refer to Annex A, Appendix A-1 Technology readiness Levels (TRLs) for TRL descriptions); and
- f) A short extract from the Executive Summary (maximum **7 lines**) of the bid. The technology development being proposed and its relevance to targeted Priority Technology list should be described.

3A.3 Executive Summary

The Bidder must provide an Executive Summary. The Executive Summary is a stand-alone document suitable for public dissemination, for example, through the CSA web site. The Executive Summary should not exceed two pages in length (8.5" x 11") and should highlight the following elements:

- a) Work objectives;
- b) Main innovations;
- c) TRL development;
- d) Technical risks;
- e) Major milestones and deliverables; and
- f) Impact on the proposed technology and the associated targeted Future Mission(s).

Bidder shall provide the Executive Summary in Soft copy with the only acceptable format: MS Word, PDF or HTML in a separate unprotected file and not contain any proprietary markings.

3A.4 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 Soft copy version.

3A.5 Project Definition and Plan

This section should describe the project and plan as outlined in the following subsections.

3A.5.1 Understanding the technology (Evaluation Criterion 1)

(see section 4A.3.1 Criterion 1 Understanding the technology of Attachment 1 to Part 4)

This criterion assesses the degree to which the bid exhibits an understanding of the fundamental concepts of the technology, of its associated systems level design tradeoffs and of its usage in the proposed application. In order to do the assessment, the bidder should demonstrate a detailed understanding as well as broaden the fundamental concepts.

The understanding can be demonstrated by description of the overall problem and solution proposed by the bidder, an overview of the background context, such as results of literature searches, prior development, state-of-the-art, and a general description of the expected improvement, results and benefits, based on the technical objectives described in Annex A, Appendix A-5: *List of Priority Technologies and associated specific statement of works*

3A.5.2 Team Experience and Capability (Evaluation Criterion 2)

(see section 4A.3.2 Criterion 2 Team Experience and Capability of Attachment 1 to Part 4)

This criterion assesses the combined technical capability and experience of the key project Scientists/Engineers identified to carry out the work as well as the qualifications and experience of the Project Manager. In order to do the assessment, the bidder should:

- Provide an overview of its organisation. It should cover the following elements: the nature and structure of the Bidder's organization; the level of Canadian ownership; the location, size and general description of the plant facility; the size and composition of staff; the principal product or field of endeavour; the annual business volume and general nature of the company's client base; and a list of any applications for funding from other Government sources and/or Government contracts received for similar and/or related work. This section should identify the location where the Work will be performed.
- Identify the key members of the project's technical and management teams and state their specific roles, qualifications and experience for the work involved. The bidder should include an organization chart that illustrates the structure of the proposed project team. The project manager's track record in past projects must be detailed. Detailed resumes must be provided into an Appendix to Section I of the bid. Names of back-up personnel for key positions should also be included.

3A.5.3 Implementation Plan (Evaluation Criterion 3)

(see section 4A.3.3 Criterion 3 Implementation Plan of Attachment 1 to Part 4)

The Bidder should present an Implementation Plan that will effectively and efficiently direct the project to a successful completion. The Implementation Plan's presentation must be based on the recognized management tools most applicable to the proposed project, such as a scope planning (Work Breakdown Structure), and schedule development charts (Gantt, Program Evaluation and Review Technique -PERT, etc). Equivalent Bidder-developed, project-tailored tools/charts are also acceptable, provided that the information is complete.

3A.5.3.1 Work Breakdown Structure and Work Package Definition

This Implementation Plan subsection should define and specify the scope of Work to be executed according to the requirements of the Statement of Work, Contract Deliverables and Meetings (Annex A). Work Breakdown Structure (WBS) is a recognized scope definition technique, while Work Packages (WP) stem from the WBS. The WBS should flow down to a low enough level and the associated WP should be defined in sufficient depth in order for the Bidder to demonstrate the methodology that will be followed to perform the project.

Each WP should focus on specific activities that will form the total Work and, as a minimum, should define and describe the specific work to be carried out. It should also indicate: the person responsible, the WP's associated levels-of-effort and required resources, the schedule (start and finish dates), and the associated inputs and deliverable or output.

As a guideline, Figure 3A.1 presents a fictitious example of a WBS, while Table 3A.1 presents a fictitious example of a Work Package Definition Sheet. For each work packages the Bidder should provide a detailed statement of work and list the associated resources.

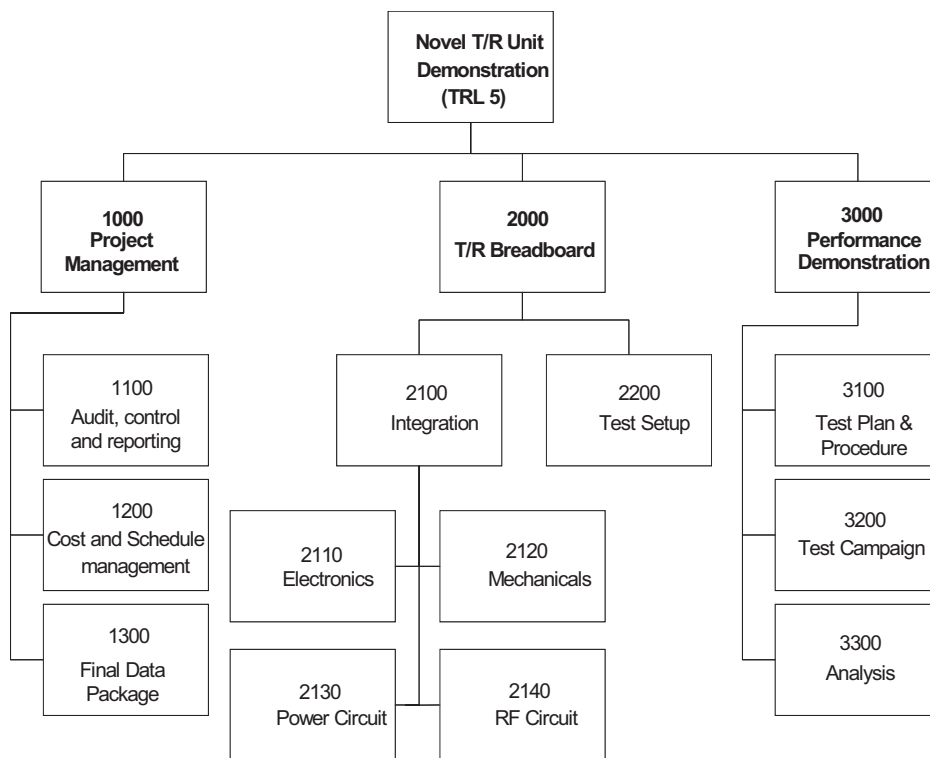


Figure 3A.1: Example of a Work Breakdown Structure

Project: T/R Unit Demonstration		
Work Pack Title:	TEST SETUP	WBS Ref: 2200
Sheet: 1 of 1	WP Estimated Value:	Do not indicate \$ value in Section I of the bid, indicate value only in Section II
Scheduled Start: T0 + 2 weeks	Accountable Manager:	Resource A
Scheduled End: T0 + 12 weeks	Resources:	Resource A, Resource B, Resource C
Estimated Effort: 80 hours		
Objectives:		
<ul style="list-style-type: none"> Deliver a functional test setup for the T/R unit 		
Inputs:		
<ul style="list-style-type: none"> Test plan and procedure Unit drawings Unit Interface Control Documents 		
Tasks:		
<ul style="list-style-type: none"> Review input documentation Define requirements Produce initial concept Design test setup Fabricate test setup Commission and debug 		
Outputs and Deliverables:		
<ul style="list-style-type: none"> Fully functional T/R unit test setup Test setup log manual Test setup user manual 		

Table 3A.1: Example of Work Package Definition Sheet

3A.5.3.2 Personnel Allocation

This Implementation Plan subsection should include a Responsibility Assignment Matrix (RAM) showing the level-of-effort for each individual team member or sub-contractor that has been allocated to each WP. The matrix should identify each individual by name and organisation, and provide the estimated time (number of hours or days) required to complete each task. Also, the RAM should identify the role of the individual, either being the accountable person for the WP (A), or being a participant (P). Bidders must provide letters of intent from involved sub contractors or major contributors to the project. As a guideline, Table 3A.2 presents a fictitious example of a RAM. The RAM should be presented in both the technical bid and the financial bid.

WBS Number	Work Package Title	Resource A		Resource B		Resource C		Total
1.1	Project Management	A	200	P	25	P	25	250
1.2	Literature Survey	A	25	P	100	-	0	125
1.3	Requirements	P	50	A	100	P	100	250
1.4	Design	P	100	A	100	P	150	350
1.5	Build	-	0	P	200	A	150	350
1.6	Test and Analysis	A	100	P	200	P	200	500

P : Participant

A : Accountable

Total

475

725

625

1825

Table 3A.2: Example of Responsibility Allocation Matrix (RAM)

3A.5.3.3 Technical Risk Assessment/Analysis

The bidder should provide an assessment of the technical risks/uncertainties involved as well as the major assumptions upon which the work is based. In particular, this subsection should address any performance risks that pertain to the new technology. The risks should be identified and a Risk Mitigation Plan, that would include contingency plans, alternatives or other means of limiting adverse impacts of risks being realized, should be provided. As a guideline, Table 3A.3 presents a fictitious example of a Technical Risk Assessment Matrix, while Table 3A.4 presents an example of a Project Risk Profile Matrix.

Risk Event 1 (R1)	Limited availability of key documents	
Probability	Low	1/20 Past experience demonstrates important number of different sources for patents and articles covering this subject
Consequence to project	Low	\$5 000 - \$10 000 Cost growth Schedule delays
Risk Assessment	Low	\$250 - \$500 (R < 5% of overall project value, \$250K)
Mitigation Plan	Secure at least 2 sources for each type of document	
Contingency Plan	Use second source	

Table 3A.3: Example of a Technical Risk Assessment Matrix

Probability			
High			R2
Medium			
Low	R1		
	Low	Medium	High
	Consequence		

Table 3A.4: Project Risk Profile Matrix

It is understood that in order to develop advanced technologies, a certain amount of technical risk should be assumed. The extent to which higher technical risks are acceptable depends upon how well they have been identified, defined, assessed, planned for, and managed once realized. If the technical risks are poorly defined, or the risk mitigation is inadequately planned, then the project's evaluation score is likely to diminish.

3A.5.3.4 Managerial Risk Assessment

This Implementation Plan subsection should provide an assessment of the managerial risks involved, provide a Risk Mitigation Plan and identify critical issues that may jeopardize the successful completion of the Work within cost and schedule constraints. As a guideline, Table 3A.5 presents a fictitious example of a Managerial Risk Assessment Matrix. Additionally, Table 3A.6 presents an example of a Project Risk Profile Matrix.

Risk Event 2 (R2)	Late delivery of test equipment	
Probability	High	1/3 Past experience with provider demonstrated poor respect of schedule
Consequence to project	High	\$110 000 (cost of securing optional test facility) Significant cost growth Significant schedule delays
Risk Assessment	High	\$55 000 High (R > 25% of overall project value)
Mitigation Plan	Identify and secure equivalent equipment in immediate geographical region Ensure equipment will be available for needed time frame Memo of understanding with facility key managers	
Response Plan	Secure equipment with MOU Confirm time frame options with facility	

Table 3A.5: Example of a Managerial Risk Assessment Matrix

Probability			
High			R2
Medium			
Low	R1		
	Low	Medium	High
	Consequence		

Table 3A.6: Example of a Project Risk Profile Matrix

3A.5.3.5 Milestones and Deliverables

This Implementation Plan subsection should contain a definition of the milestones and describe in details all expected deliverables, including hardware, software, and relevant documentation (refer to Annex A for more details). When appropriate, the milestones and deliverables should contain all elements identified in the SOW (Table A-2 of Annex A and specific SOWs) and should relate to the corresponding WP definition in a manner enabling clear monitoring of progress (see paragraph 3A.5.3.1)

3A.5.3.6 Schedule

The Bidder should provide a project timetable that relates tasks, milestones and deliverables. A Gantt chart and/or PERT chart should be used to illustrate the schedule. The schedule should show significant details for events associated with achievement of major tasks, milestones and deliverables. Linkage between activities should also be identified in the schedule. For planning purposes, use a project start date of July 2015.

3A.5.3.7 Performance Evaluation Criteria (PEC)

The bidder should establish technical conditions and criteria to be met for each TRL targeted in the project as well as a list of objectively measurable or binary (yes/no) Performance Evaluation Criteria (PEC). These will be reviewed at the kick off meeting and serve to determine which criteria will be used for the work authorization decision and determine project success at the final review meeting.

3A.5.3.8 Project Control System

This Implementation Plan subsection should outline the methods and systems to be used to control tasks, schedules, and costs for the Work. The Contract Plan and Report Form (PWGSC-TPSGC 9143) can be substituted by another project management tool or a spreadsheet software package as long as it contains, as a minimum, the information required in the Contract Plan and Report Form (see following link for document: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>). Additionally, the Project Control System should be capable of reporting the amount of work per WBS item for each individual on a monthly basis.

3A.5.3.9 Background Intellectual Property and Foreground Intellectual Property

This subsection should identify and describe all Background Intellectual Property (BIP) that is required to conduct and/or support the Work and all Foreground Intellectual Property (FIP) expected to arise from the proposed Work. BIP and FIP element should be described in sufficient detail so as to be clearly distinguishable. The expected format to provide this information is as per Tables 3A.7 and 3A.8.

1 BIP ID#	2 Project Element	3 Title of the BIP	4 Type of IP	5 Type of access to the BIP required to use/improve the FIP	6 Description of the BIP	7 Reference documentation	8 Origin of the BIP	9 Owner of the BIP
Provide ID # specific to each BIP element brought to the project e.g. BIP- CON-99 where CON is the contract acronym	Describe the system or sub system in which BIP is integrated (e.g. camera, control unit, etc)	Use a title that is descriptive of the BIP element integrated to the work	Is the BIP in the form of an invention, trade secret, copyright, design?	Describe how the BIP will be available for Canada to use the FIP(e.g. BIP information will be incorporated in deliverable documents, software will be in object code, etc)	Describe briefly the nature of the BIP(e.g. mechanical design, algorithm, software, method, etc)	Provide the number and fill title of the reference documents where the BIP is fully described, The reference document must be available to Canada. Provide patent# for Canada if BIP is patented.	Describe circumstances of the creation of the BIP Was it developed from internal research or through a contract with Canada? If so, provide contract number.	Name the organization that owns the BIP. Provide the name of the subcontractor if not owned by the prime contractor.

Table 3A.7: Disclosure of Background Intellectual Property (BIP) expected to be required for the Contract

Solicitation No. - N° de l'invitation
9F063-140572/A
Client Ref. No. - N° de réf. du client
9F063-14-0572

Amd. No. - N° de la modif.
File No. -N° du dossier
MTB-4-37358

Buyer ID - Id de l'acheteur
mtb575
CCC No./N° CCC -FMS No./N° VME

1 FIP ID #	2 Project Element	3 Title of FIP	4 Type of FIP	5 Description of the FIP	6 Reference documentation	7 BIP used to generate the FIP	8 Owner of the FIP	9 Patentability
Enter an ID # specific to each FIP element e.g.FIP- CON-99 where CON is the contract acronym	Describe the system or sub- system for which the FIP element was developed (e.g. a camera, ground control, etc)	Use a title that is descriptive of the FIP element.	Specify the form of the FIP e.g. invention, trade secret, copyright, industrial design	Specify the nature of the FIP e.g. software, design, algorithm, etc?	Provide the full title and number of the reference document where the FIP is fully described. The reference document must be available to Canada	BIP referenced in table 1 e.g. BIP- CON-2, 15	Specify which organization owns the FIP e.g. Contractor, Canada* or Subcontractor. Provide the name of the subcontractor if not owned by the prime contractor. Provide reference to contract clauses that support FIP ownership. Provide reference to WPDs under which the technical work has been performed.	In the case where the IP is owned by Canada, indicate with an "x", any IP elements described is patentable and complete Table 3 only for this IP.

Table 3A.8: Disclosure of the Foreground Intellectual Property (FIP) expected to be developed under the Contract

Use of graphical representations that include block diagrams is encouraged in order to demonstrate the relationships between the various elements of the BIP and the FIP. The BIP and the expected FIP will be reviewed at the Kick-Off Meeting, and updated at the end of the contract.

Bidder's realizations that are software oriented and propose to improve upon existing software programs/applications will be required to adhere to supplemental general conditions 4002 (Software Development or Modification Services) and 4003 (Licensed Software).

3A.5.4 Feasibility Of Proposed Solution In Meeting The Technical Objectives (Evaluation Criterion 4)

(see section 4A.3.4 Criterion 4 Feasibility Of Proposed Solution In Meeting The Technical Objectives, of Attachment 1 to Part 4)

The criterion assesses the overall feasibility of the proposed technical approach and the degree to which the solution will satisfy the technical objectives. In order to do the assessment, the bid should:

- Clearly describe the proposed solution in terms of its physical characteristics, functionality and performance. When applicable, the foreseen concept of operation should be introduced.
- Describe the physical principles under which the solution operates.
- Described critical design and fabrications steps.
- Clearly state the degree to which the solution satisfies the technical objectives sought in the specific statements of work.

3A.6. Bid Appendices

3A.6.1 Appendices Required with the Bid

The following item should be addressed in individual appendices as part of the bids:

- a) List of Acronyms: All the acronyms used in the Section I: Technical and Managerial Bid, should be explained;
- b) Resumes: The bid should include resumes of the proposed resources and these should be appended to Section I: Technical and Managerial Bid;
- c) Relevant Technical Papers Published by Team Members: Only literature that is relevant and that would be useful to support the bid;
- d) List of Contacts: The list of contacts should be appended to Section I: Technical and Managerial Bid, in a format suitable for distribution and should include all the Bidder's points-of-contacts involved in the bid development and/or during the Contract.

The following example format should be used:

Role	Name	Telephone	E-Mail
Project Manager			
Project Engineers/Head Investigator			
Contractor's Representative			
Claims(Invoicing) Officer			
Communications (for press release)			
Etc.			

Table 3A.9 : Bidder's List of Contacts

Solicitation No. - N° de l'invitation
9F063-140572/A
Client Ref. No. - N° de réf. du client
9F063-14-0572

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-

Buyer ID - Id de l'acheteur
MTB575
CCC No./N° CCC - FMS No./N° VME

-
- e) Letters of intent: Letters of intent to participate must be provided by all sub contractors or co-contributors to the project.

ATTACHMENT 1 TO PART 4

POINT RATED EVALUATION CRITERIA

4A.1. TECHNICAL AND MANAGEMENT CRITERIA AND RATINGS

The Bidder must achieve the minimum score requirements as indicated in Table 4A.1: *List of Evaluation Criteria and Associated Ratings*. The bid will be evaluated according to the point-rated criteria as specified in Table 4A.1 and as described in section 4A.3: *Evaluation Criteria and Benchmark Statements*

Section 4A.3 "Evaluation Criteria and Benchmark Statements" of the current attachment contains a series of evaluation criteria, each supported by a set of 5 benchmark statements, where each corresponds to percentage of the maximum point rating.

As an example, the maximum point rating for the *Team Experience and Capability* criterion is 15 points. If a Bid receives a "75" for this criterion in the evaluation process, the score attributed will be:

$$75\% \text{ of } 15 \text{ points} = 11.25 \text{ points (score)}$$

Table 4A.1 identifies:

- a) The maximum point rating assigned to each criterion;
- b) The minimum point rating required for the criterion #4: *Feasibility of proposed solution in meeting the technical objectives*;
- c) The maximum point rating possible for the overall technical score; and
- d) The minimum point rating required for the overall technical score.

Technical Evaluation Criteria and Ratings	
	Ratings
1. Understanding the technology	15
2. Team Experience and Capability	15
3. Implementation Plan	30
4. Feasibility of proposed solution in meeting the technical objectives	40
	Minimum of 20 required
Maximum Overall Technical Score	100
Minimum Overall Technical Score Requirement	70

Table 4A.1: - List of Evaluation Criteria and Associated Ratings

4A.2. BIDDER'S CRITERIA SUBSTANTIATION

The Bidder is requested to provide a substantiation (supporting evidence), which should be submitted as an appendix to their Section I (see section 3A.6.1: *Appendices Required with the bid* of Attachment 1 of Part 3: *Technical and Managerial Bid Preparation Instruction*).

For each of the applicable criteria, provide the substantiation and summarized cross-reference(s) to the bid.

The substantiation should be concise yet sufficiently comprehensive to ensure that the evaluators get a good overall appreciation of the bid's merit relative to the specific criterion. Cross-references to appropriate sections of the bid should be provided and the essence of the referenced information should be summarised in the substantiation.

For convenience, a Substantiation Table is provided in Table 4A.2 below. Enter each criterion section number, and the substantiation. It is expected that approximately half a page should be sufficient to make the Bidder's case for the rating chosen in the substantiation column.

Company:	
Project Title:	
Space Technologies	
Criteria	
Substantiation	
<i>Ex.: 1</i> <i>(criterion number)</i>	<i>Understanding the technology - It is expected that 300 words or so should be sufficient to make your case.</i>

Table 4A.2: Substantiation Table

4A.3. EVALUATION CRITERIA AND BENCHMARK STATEMENTS

The evaluation criteria benchmark statements are used by the evaluators as guidelines to justify their score. Bidders should use them to appropriately focus the relevant information to be provided.

4A.3.1 CRITERION 1: UNDERSTANDING THE TECHNOLOGY

This criterion assesses the degree to which the bid exhibits an understanding of the fundamental concepts of:

- the technology;**
- the technology's associated systems level design tradeoffs;**
- the technology's usage in the proposed application.**

Score Benchmark Statements

- | | |
|-----|--|
| 0 | The bid does not exhibit an understanding of the fundamental concepts. |
| 25 | The bid demonstrates only a limited understanding of the fundamental concepts. |
| 50 | The bid demonstrates a general understanding of the fundamental concepts. |
| 75 | The bid demonstrates a detailed understanding of the fundamental concepts. |
| 100 | The bid broadens the review of technological concepts involved as well as of the associated systems level design tradeoffs and of the technology's usage in its application. |

4A.3.2 CRITERION 2: TEAM EXPERIENCE AND CAPABILITY

This criterion assesses the combined technical capability and experience of the key project Scientists/Engineers identified to carry out the work as well as the qualifications and experience of the Project Manager.

Score Benchmark Statements

- | | |
|-----|--|
| 0 | The bid does not demonstrate that the proposed team has technical capability and experience with closely related technologies. |
| 25 | The bid demonstrates that the proposed team is missing key technical capability and has limited experience with closely related technologies. The bid does not substantiate that the project manager has a track record of having successfully completed projects of similar scope and complexity to that required for this project. |
| 50 | The bid demonstrates that the proposed team has technical capability and experience with closely related technologies, but some capabilities are weak to form a comprehensive team. The project manager has a moderate track record of successfully having managed projects of a scope and complexity similar to that required for this project. |
| 75 | The bid demonstrates that the proposed team has worked with closely related technologies of comparable scope and complexity. The proposed team possesses all the technical capabilities and experience required to perform the Work. The project manager has a moderate track record of success in executing and managing projects of a scope and complexity similar to that required for this project. |
| 100 | The bid clearly substantiates that the proposed team is highly experienced in developing closely related technologies of comparable scope and complexity. The proposed team possesses all the technical capabilities required to perform the Work. The project manager has a successful track record in executing and managing projects of a scope and complexity similar to that required for this project. |

4A.3.3 **CRITERION 3: IMPLEMENTATION PLAN**

This criterion evaluates the project's underlying methodology and the thoroughness of the Implementation Plan. The plan will be evaluated for its completeness, credibility, effectiveness and efficiency.

The Implementation plan required content is specified in Section 3A.5.3 of Attachment 1 of Part 3.

Score Benchmark Statements

0	The bid has no concrete Implementation Plan and thereby instills no confidence that the project will successfully meet the project objectives.
25	The bid does not provide an adequate Implementation Plan as more than one of the elements are missing or are improperly addressed. Consequently, doubts remain regarding the likelihood of the project achieving successful completion.
50	The bid provides an Implementation Plan with some elements improperly addressed. Consequently, the likelihood of achieving successful completion is marginal OR the plan reveals serious inefficiencies.
75	The bid provides a credible Implementation Plan with all elements covered. Conditions and criteria to be met for each TRL are defined and elaborated. Consequently, the likelihood of achieving successful completion is good. The plan demonstrates a somewhat efficient implementation approach.
100	The bid provides a coherent and comprehensive Implementation Plan with all elements covered. Conditions and criteria to be met for each TRL are well defined and elaborated. The plan instills confidence that the project will achieve successful completion. The plan demonstrates an efficient implementation approach.

4A.3.4 **CRITERION 4: FEASIBILITY OF PROPOSED SOLUTION IN MEETING THE TECHNICAL OBJECTIVES**

The criterion assesses the overall feasibility of the proposed technical approach and the degree to which the solution will satisfy the technical objectives.

MINIMUM SCORE OF 50 REQUIRED

Score Benchmark Statements

0	The feasibility of the proposed solution or the capability to satisfy the objectives is not demonstrated.
25	The proposal presents a solution which is unlikely to meet the technical objectives.
50	The proposal presents an adequate solution that can meet the technical objectives.
75	The proposal presents a credible solution that will likely meet the technical objectives.
100	The proposal presents a sound and convincing solution that can undoubtedly meet the technical objectives.

ATTACHMENT 1 TO PART 5

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

(For requirements estimated at \$1,000,000 and above, Applicable Taxes included)

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

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

OR

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