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Space Programs Directorate      Direction des programmes spatiaux  
6767 route de l'Aéroport      6767 route de l'Aéroport  
Longueuil, Quebec, Canada      Longueuil (Québec) Canada  
J3Y 8Y9      J3Y 8Y9

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal to : Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux : Travaux publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, aux conditions énoncés ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaires**

**Vendor / Firm Name and Address  
Raison sociale et adresse du  
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**Issuing Office - Bureau de distribution**

Space Programs Directorate (Mtd Division)  
6767 route de l'Aéroport  
Longueuil, Quebec, Canada  
J3Y 8Y9



<b>Titre – Sujet</b>	
<b>Multi-mission Antenna Reservation System (ARS) for the Canadian Space Agency (CSA)</b>	
<b>Solicitation No. - N° de l'invitation</b> 9F044-14-0934	<b>Amendment No. - N° modif.</b> N/A
<b>Client Reference No. - N° de référence du client</b> 9F044-14-0934	<b>Date</b> July 23, 2015
<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-15-00690227	
<b>File No. - N° de dossier</b> 9F044-14-0934	<b>CCC No./N° CCC - FMS No/N° VME</b> N/A
<b>Solicitation Closes - L'invitation prend fin :</b>	
<b>at - à</b> <b>2:00 pm</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Time (EDT)
<b>On - le</b> <b>Thursday, September 24, 2015</b>	
<b>F.O.B - F.A.B.</b>	
<b>Plant-Usine :</b> <input type="checkbox"/>	<b>Destination :</b> <input checked="" type="checkbox"/> <b>Other-Autre :</b> <input type="checkbox"/>
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pierre Letendre	<b>Buyer Id - Id de l'acheteur</b> 205mtd
<b>Telephone No. - N° de téléphone</b> 450-926-5173	<b>E-mail address - Adresse Courriel</b> pierre.letendre@tpsgc-pwgsc.gc.ca
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Canadian Space Agency 6767 route de l'Aéroport Longueuil, Quebec, Canada J3Y 8Y9	

**Instructions :** See Herein  
**Instructions :** Voir aux présentes

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

## **BID SOLICITATION**

### **ANTENNA RESERATION SYSTEM (ARS)**

#### **IMPORTANT NOTICE:**

**THE ARS SOLUTION RESULTING FROM THIS BID SOLICITATION WILL BE AVAILABLE FOR USE BY OTHER CANADIAN GOVERNMENT DEPARTMENTS OR AGENCIES BEYOND THE INITIAL CLIENT (THE CANADIAN SPACE AGENCY). PLEASE REFER TO THE COMPLETE SOLICITATION PACKAGE FOR MORE DETAILS.**

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>5</b>
1.1 Introduction .....	5
1.2 Summary.....	6
1.3 Debriefings.....	8
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>9</b>
2.1 Standard Instructions, Clauses and Conditions.....	9
2.2 Submission of Bids .....	9
2.3 Former Public Servant.....	10
2.4 Enquiries - Bid Solicitation .....	11
2.5 Applicable Laws .....	12
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>13</b>
3.1 Bid Preparation Instructions.....	13
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>18</b>
4.1 Evaluation Procedures.....	18
4.2 Basis of Selection .....	20
<b>PART 5 - CERTIFICATIONS .....</b>	<b>21</b>
5.1 Certifications Precedent to Contract Award.....	21
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>23</b>
6.1 Security Requirements .....	23
6.2 Financial Requirements .....	23
6.3 Other requirements .....	23
<b>PART 7 - RESULTING CONTRACT CLAUSES.....</b>	<b>24</b>
7.1 Statement of Work .....	24
7.2 Standard Clauses and Conditions .....	25
7.3 Security Requirements .....	30
7.4 Contract PERIOD.....	30
7.5 Authorities .....	30
7.6 Proactive disclosure of contracts with Former Public Servants.....	31
7.7 Payment.....	32
7.8 Certifications .....	34
7.9 Applicable Laws.....	34
7.10 Priority of Documents.....	35
7.11 Directive on Communications with the Media.....	35
7.12 Insurance .....	36

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7.13 Disclosure of Intellectual Property .....	36
<b>ANNEX "A" - STATEMENT OF WORK.....</b>	<b>37</b>
<b>ANNEX "B" - BASIS OF PAYMENT .....</b>	<b>38</b>
B.1 Work performed under the Contract not subject to Task Authorizations.....	38
B.2 Work performed under the Contract subject to Task Authorizations:.....	41
<b>ANNEX "C" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION .....</b>	<b>44</b>
<b>ANNEX "D" – NON-DISCLOSURE AGREEMENT (NDA).....</b>	<b>45</b>
<b>ANNEX "E" - SUPPORT TASK AUTHORIZATION PROCESS AND FORM.....</b>	<b>49</b>
E.1 Detailed Task Authorization Process.....	49
E.2 Task Authorization Form.....	49
<b>ANNEX "F" – CONTRACTOR'S DISCLOSURE OF INTELLECTUAL PROPERTY.....</b>	<b>51</b>
<b>ANNEX "G" – BID COST BREAKDOWN MS EXCEL CALCULATION SHEET .....</b>	<b>55</b>
<b>ATTACHMENT 1 TO PART 3: .....</b>	<b>56</b>
<b>ADDITIONAL CSA TECHNICAL AND PROGRAMMATIC BID PREPARATION INSTRUCTIONS</b>	<b>56</b>
<b>ATTACHMENT 2 TO PART 3: .....</b>	<b>65</b>
<b>OVERVIEW OF ARS SOLUTION SOFTWARE LICENSING CONDITIONS REQUIRED BY CANADA:</b>	<b>65</b>
<b>ATTACHMENT 1 TO PART 4: MANDATORY AND POINT RATED EVALUATION CRITERIA ...</b>	<b>66</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, 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 Security, 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.

#### **List of Annexes:**

- Annex "A" - Statement of Work;
- Annex "B" - Basis of Payment;
- Annex "C" - Federal Contractors Program for Employment Equity – Certification;
- Annex "D" - Non-Disclosure Agreement (NDA);
- Annex "E" - Task Authorization Form;
- Annex "F" – Bidder's / Contractor's Disclosure of Intellectual Property;
- Annex "G" – Bid Cost Breakdown MS Excel Calculation Sheet.
  
- Attachment 1 to Part 3: Additional CSA Technical and Managerial Bid Preparation Instructions;
- Attachment 2 to Part 3: Overview of ARS solution software licensing conditions required by Canada;
- Attachment 1 to Part 4: Mandatory and Point Rated Evaluation Criteria.

## 1.2 SUMMARY

### Project Title:

Antenna Reservation System (ARS) for the Canadian Space Agency (CSA).

### Description:

- a) Public Works and Government Services Canada (PWGSC), on behalf of the Canadian Space Agency (CSA), located in St-Hubert, Quebec (the "Client"), is seeking bids to develop a multi-mission Antenna Reservation System (ARS) to fulfill the need for ground satellite antenna resource management in the context of a multi-mission satellite control center. The ARS is a functional sub-system component of the CSA's Multi-Mission Operation Center (MMOC) architecture. The ARS is a hub that will allow various missions (such as the RADARSAT Constellation Mission [RCM], Scisat, NEOSsat and M3MSat) to order antenna time from various ground station facilities.
- b) The delivery of the ARS solution to the CSA must be on or before **November 30, 2016**.
- c) Requirements include the ARS solution, a twelve (12) months warranty, software maintenance and support services and associated documentation. Training and professional services must be provided as and when requested.
- d) This bid solicitation is intended to result in the award of a contract of more than one (1) year, plus five (5) one-year irrevocable options allowing Canada to extend the term of the Contract. All parts of the ARS solution must be robust in order to be available to the Client Users 24 hours a day, 7 days a week, 365 days a year and operate at all times in accordance with the requirements specified in the Statement of Work (within a 99.7% availability rate). The term "Client User" refers to the employees of the Government of Canada and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including public servants from other government departments and contractors or consultants performing the Work for the Client from time to time.
- e) The ARS solution will be initially used by the Canadian Space Agency, however, this bid solicitation will also allow Canada to make the ARS solution available to any government department (as those terms are defined in the *Financial Administration Act*) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under Section 16 of the *Department of Public Works and Government Services Act* (each a "Client"). Based on known requirements, up to three (3) departments may use the ARS solution, those being, aside from the Canadian Space Agency, the Department of National Defence (DND) and Natural Resources Canada (NrCan).
- f) Although Canada may make the ARS available to any or all Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

### Contract Period:

The initial period of the Contract is from Contract award until January 31<sup>st</sup>, 2018.

### Intellectual Property:

The Intellectual Property vests with the Contractor.

**Security Requirements:**

There is no security requirements associated with this requirement.

**Integrity Provisions:**

As per the Integrity Provisions under section 01 of Standard Instructions 2003 (2015-07-03) 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 and to Part 5 – Certifications.

**Former Public Servants:**

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.

**Trade Agreements:**

This requirement is not subject to the Trade Agreements as per the following dispositions:

- Agreement on Internal Trade (AIT):  
[Chapter 5, Annex 502.1A](#)
- World Trade Organization Agreement on Government Procurement (WTO-AGP):  
[Appendix I, Annex I](#)
- North American Free Trade Agreement (NAFTA)  
[Chapter 10, Annex 1001.1a-1](#)
- Canada-Chile Free Trade Agreement  
[Annex K bis-01, 1-1](#)
- Canada-Peru Free Trade Agreement  
[Annex 1401,1-1](#)
- Canada-Colombia Free Trade Agreement  
[Annex 1401-1](#)
- Canada-Panama Free Trade Agreement  
[Chapter 16, Annex I](#)

### **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 annex "D" titled [Federal Contractors Program for Employment Equity - Certification](#).

### **1.3 DEBRIEFINGS**

Bidders may request, in writing, 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.



## **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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of Section 05, *Submissions of Bids* of the 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: one hundred and eighty (180) days.

#### **2.1.1 SACC Manual Clauses**

A7035T (2007-05-25) List of Proposed Subcontractors  
A9033T (2012-07-16) Financial Capability  
C3011T (2013-11-06) Exchange Rate Fluctuation

### **2.2 SUBMISSION OF BIDS**

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

Bids are to be sent to the following address:

Bids Receiving Unit  
Public Works and Government Services Canada  
Quebec Region

Place Bonaventure, 7th Floor, South-East Portal  
800 De la Gauchetière Street West  
Montreal, Quebec, Canada  
H5A 1L6

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

## 2.2.1 Mandatory Non-Disclosure Agreement Requirement

As the Bidders will need to review the documents RD1 and RD2 listed under Section 2.2 of the Statement of Work (Annex "A" to this bid solicitation document), they must request such document from the Contracting Authority identified on page 1 of this bid solicitation document through an e-mail.

As the RD1 and RD2 documents listed in the Section 2.2 of the Statement of Work (SOW) (Annex "A" to this bid solicitation document) contains information that is confidential or proprietary to Canada or third parties, the Bidder must provide the Contracting Authority with a signed Non-Disclosure Agreement (NDA) (included as the "Annex D" of this solicitation document) before being provided with a copy of such document. To expedite the processing of such request, such NDA should be provided to the Contracting Authority at the same time as the request is made to access such document.

## 2.3 FORMER PUBLIC SERVANT

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

### Definitions

For the purposes of this clause,

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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 \$5,000.00 (CDN) including Applicable Taxes.

## **2.4 ENQUIRIES - BID SOLICITATION**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) working 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 the province of Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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

### **3.1 BID PREPARATION INSTRUCTIONS**

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

- Section I:        Technical and Programmatic Bid:  
                         one (1) hard copy and one (1) soft copy on CD, DVD or USB Key.
- Section II:        Financial Bid:  
                         one (1) hard copy and one (1) soft copy on CD, DVD or USB Key.
- Section III:       Certifications:  
                         one (1) hard copy and one (1) soft copy on CD, DVD or USB Key.

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. The only acceptable file formats for the soft copies are MS Word, MS Excel or Adobe PDF.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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

In their technical and programmatic bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical and programmatic bid must 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.

In their technical and programmatic bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

### **3.1.1 Documents to be submitted as elements of the Technical and Programmatic Bid:**

The documents listed below are to be submitted with the Technical and Programmatic Bid. Refer to Table A-2 "Documents Deliverables" of the SOW, Annex "A" to this bid solicitation document.

- i. PM-1: Project Management Plan
- ii. PM-2: Contract Work Breakdown Structure
- iii. PM-3: Master Project Schedule
- iv. PA-1: Quality Assurance Plan
- v. EN-1: Software Development Plan

As the information contained in the above documents will be used by Canada as part of the bid evaluation process, not submitting anyone of the above documents will render the Bid non-responsive.

### **3.1.2 CSA's Technical and Programmatic Additional Bid Preparation Instructions:**

In addition to the above generic bid preparation instructions, bidders must follow the CSA instructions set forth under Attachment # 1 to this Part 3 of this Bid Solicitation document (page 53).

### **3.1.3 Preliminary Disclosure of Contractor's Background Intellectual Property brought into the ARS project by the Bidder:**

If the Bidder intends to use any of its own Background Intellectual Property to develop the Foreground Information, the Bidder must complete the Table 1 – "Disclosure of Background Intellectual Property (BIP) brought into the ARS project by the Contractor" included in the Annex "F" of this bid solicitation document and include it into the Section I – (Technical and Programmatic) of its Bid. Such report will be reviewed by both the Contracting and Technical Authorities, but not evaluated.

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If a Contract is awarded following this bid solicitation process, the selected Contractor will be required to provide Canada with a comprehensive update of such preliminary BIP disclosure report that was submitted as part of the Contractor's Bid as part of the Contract closure process.

### 3.1.4 Task Authorization Form

A portion of the Work to be performed under the resulting Contract maybe on an "as and when requested basis" using a Task Authorization (TA).

The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form and process specified in Annex "E" of this bid solicitation document. Alternatively, the Bidder may propose, in its Technical and Management Bid, to use its own Task Authorization Form. Should Canada elect to use the Bidder's own Task Authorization Form, such decision will be evidenced in the resulting Contract.

## Section II: Financial Bid

**3.1.5 Bidders must submit their financial bid in accordance with the "Bid cost breakdown Calculation sheet" (Annex "G" to this Bid solicitation document).** Bidders must also fill and include Tables number 1, 2 & 3 of the Basis of Payment (Annex "B") in their Financial Bid.

**Firm Fixed Prices** are to be presented in Canadian funds, Canadian customs duties and excise taxes included (if applicable) and applicable sales taxes extra and shown separately (if applicable). Prices are to be FOB destination (Canadian Space Agency, St-Hubert, Quebec).

**Blank prices:** Bidders are requested to insert "0.00\$" for any item for which it does not intend to charge or for items that are already included in other prices in the basis of payment. If the bidder leaves any price blank, Canada will treat the price as "0.00\$".

**All Costs to be included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these is the sole responsibility of the Bidder.

Per diems are to be based on seven and a half hours (7.5) of Work per day.

The full description of the requirements pertaining to the optional Goods and Services are described under the Section 3.8 of the SOW at Annex "A". With respect to such optional Goods and Services, Bidders must indicate at which moment (in terms of Months after Contract Award or in terms of key milestones) it would be most optimal, from the Bidder's point-of-view, for Canada to exercise any of the options blocks or individual options.

"An option block" means that all individual optional items comprised within that "option block" would be exercised at once by Canada. As such, for both options blocks number 1 and 2, Bidders must provide one Firm-Fixed Price (FFP) per block as opposed to pricing each individual option item within those blocks.

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Canada is not obligated to follow the Bidder's recommendations with respect to the moment at which Canada should exercise its option to acquire any of the option blocks or individual options. Such decision-points for exercising each option will be mutually agreed between Canada and the Contractor and will be evidenced in the resulting Contract.

### 3.1.6 Cost of annual licenses – Licensed Software

With respect to "Licensed Software" as defined in the Supplemental General Conditions 4003 (2010-08-16) – "Licensed Software", the Bidder must provide the annual license renewal cost for one (1) "device" license in its Financial Bid for each and every Licensed Software required to run the ARS. The annual license renewal cost for any Licensed Software required to run the ARS will be used by Canada to evaluate the total Life Cycle Cost (LCC) of the ARS solution proposed by the Bidder. For the purpose of the LCC determination, Canada will use a ten (10) years life cycle period commencing after the contract end date. In other words, the annual license renewal cost for any licensed software required to use the ARS solution proposed by the Bidder for a period of ten (10) years after the contract end date will be used to calculate the Bid price.

For each individual Licensed Software required to use the ARS solution proposed by the Bidder, the Bidder must provide a price certification for the annual license renewal cost for one (1) device license. A price certification usually takes the form of an official and recent quote from the supplier of such license software (showing the name and version of such software). **Failure to provide such price certification may render the Bid non-responsive.** "Recent" means a quote that is not older than three (3) months prior to this RFP publishing date.

Each individual Licensed Software required to use the ARS solution proposed by the Bidder may or may not be procured by Canada from the Bidder (as an irrevocable option). Canada may choose to procure such Licensed Software from an alternate source of supply or use its own licenses (if possible).

### 3.1.7 Optional Maintenance and Support Services for Custom Software

The prices proposed by the Bidder for the optional Maintenance and Support Services for the "Custom Software" (as defined in the Supplemental General Conditions 4002 (2010-08-16) – *Software Development or Modification Services*), will be used by Canada to evaluate the total Life Cycle Cost (LCC) of the ARS solution proposed by the Bidder. For the purpose of this determination portion of the LCC, Canada will use a five (5) years maintenance and support life cycle period. Such services are to be provided in accordance with the conditions of the 4004 Supplemental General Conditions for *Maintenance and Support Services for Licensed Software* (2013-04-25).

### 3.1.8 General interpretation of "Licensed Software"

For the purpose of this ARS requirement, the expression "Licensed Software" is to be interpreted as being "Commercial-Off-The-Shelf" ("COTS") software. A "COTS" software is the programs, programming procedures, and self-contained code and instructions executed by a computer and commercially packaged as a complete application or operating system software solution. COTS software will normally include a license certificate, documentation, media, i.e. CD-ROM, and may include COTS software related services.



### **3.1.9 Overview of ARS solution software licensing conditions required by Canada**

In order to assist the Bidder in preparing its Financial Bid and for it to fully understand the ARS solution software licensing conditions required by Canada, please refer to the overview of such requirements under the attachment 2 to the part 3 of this RFP.

### **Section III: Certifications**

**3.1.10** 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 Programmatic" and "Financial" evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory and Point Rated Technical and Programmatic Criteria**

Mandatory and Point Rated (Technical and Programmatic) are included in the Attachment 1 to this Part 4 of this Bid Solicitation document.

##### **4.1.1.2 Bidder Experience**

Except where expressly provided otherwise, the experience described in the bid must be the experience of one or more of the following:

1. The Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract); or
2. The Bidder's affiliates (i.e. parent, subsidiary or sister corporations), provided the Bidder identifies and demonstrates the transfer of know-how, the use of toolsets and the use of key personnel from the affiliate for the applicable criterion; or
3. The Bidder's subcontractors provided the Bidder includes a copy of the teaming agreement and identifies the roles and responsibilities of all parties under the agreement and how their work will be integrated.

The experience of the Bidder's suppliers will not be considered.

#### 4.1.2 Financial Evaluation

As described under Part 3, for evaluation purposes only, the price of the Bid, will be calculated by Canada using the ARS Bid Cost breakdown Ms Excel calculation sheet at Annex "G" of this Bid solicitation document.

As shown in the ARS Bid Cost breakdown calculation sheet at Annex "G", for the purpose of conducting the financial evaluation, Canada will combine:

- The cost of the Work to be performed which is not subject to task authorization (A);
- The cost of renewal of licenses for any licensed software required to run the ARS solution proposed by the Bidder over a ten (10)year period (B);
- The cost of all optional goods and services (assuming Canada would choose to procure those)(C);
- The cost of a simulated Task Order (D);
- The Bidder's cost for maintaining and supporting the ARS solution over a period of five (5) years (E).

The sum of the above "A", "B", "C", "D" and "E" will be used for the purpose of determining the overall Bid Cost.

**Prices are to be presented in Canadian funds**, Canadian customs duties and excise taxes included (if applicable) and applicable sales taxes extra and shown separately (if applicable). Prices are FOB destination (Canadian Space Agency, St-Hubert, Quebec).

## 4.2 BASIS OF SELECTION

### 4.2.1 Highest Combined Rating of Technical, programmatic Merit and Price

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all the mandatory evaluation criteria; and
  - c) obtain the required minimum of 33 points for the overall technical evaluation criteria out of a maximum of 45 points and a minimum of 10 points for the overall programmatic rated criteria out of a maximum of 15 points. The total combined rating is therefore performed on a scale of 60 points (45+15) for the technical and programmatic merit.
2. Bids not meeting a), b) and c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical and managerial merit and price. The ratio will be 60% for the technical and managerial merit and 40% for the price.
4. To establish the technical and programmatic merit score, the overall technical and management score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical and programmatic merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical and programmatic merit score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical and managerial merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical and programmatic merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection:  
Highest combined rating of Technical and Managerial Merit (60%) and Price (40%)**

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

## **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](#) (2015-07-03). 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](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 annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.1.3 Additional Certifications Precedent to Contract Award**

#### **5.1.3.1 Status and Availability of Resources**

SACC Manual Clause A3005T (2010-08-16) – Status and Availability of Resources.

#### **5.1.3.2 Education and Experience**

SACC Manual Clause A3010T (2010-08-16) – Education and Experience

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENTS**

There is no security requirement applicable to this solicitation.

### **6.2 FINANCIAL REQUIREMENTS**

Canada reserves the right to perform a financial evaluation of the Bidder as per SACC Manual Clause A9033T (2012-07-16) *Financial Capability*.

In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

### **6.3 OTHER REQUIREMENTS**

There is no other requirement applicable to this solicitation.

## **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 at Annex "A" and the Contractor's technical and programmatic bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### **7.1.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described under the section 3.8 of the Contract Statement of Work at Annex "A", any required Licensed Software, and maintenance and support services for Custom Software in accordance with the conditions of the 4004 Supplemental General Conditions for *Maintenance and Support Services for Licensed Software* (2013-04-25) under the same conditions and at the prices and/or rates stated in the Contract under the Annex "B". These options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise these options at any time before the contract end date by sending a written notice to the Contractor.

#### **7.1.2 Non-disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) assigned to the performance of the Work under this Contract the completed and signed Non-Disclosure Agreement (NDA), attached at Annex "D" and provide it to the Contracting Authority within five (5) calendar days following the Contract award date and before they are given access to information by or on behalf of Canada in connection with the Work.

#### **7.1.3 Task Authorization**

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

##### **7.1.3.1 Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form and process specified in Annex "E".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the "Technical" Authority, within ten (10) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.



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4. The Contractor must not commence work until a TA authorized by the "Contracting" Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 7.1.3.2 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### 7.1.4 Contractor to deliver all Custom Software Source Code

For any and all "Custom Software", as defined under the Article 01 of the Supplement General Conditions 4002 (2010-08-16) - Software Development or Modification Services, that is to be delivered to Canada as part of the Work under the Contract, the Contractor agrees to deliver all of the associated source code to Canada.

## 7.2 STANDARD CLAUSES AND CONDITIONS

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

### 7.2.1 General Conditions

[2040](#) (2015-07-03) General Conditions – Research and Development apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract.

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance

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

[4003](#) (2010-08-16), Licensed Software

[4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software

### 7.2.2.1 Modifications to Supplemental General Conditions 4001

The Part II - *Conditions Common to Lease and Purchase* of Supplemental General Conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance of Supplemental General Conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance is modified as such:

Sections 08 "*Minimum Availability Level Requirement*" and 09 "*Availability-Level Testing Before Acceptance*" are deleted in their entirety.

The *Part IV – Additional Conditions: Leases* of Supplemental General Conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance is deleted in its entirety as this Contract does not authorize the use of any leased material.

The *Part V – Additional Conditions: Maintenance* of Supplemental General Conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance is modified as such:

Paragraph 4 of Section 25 "*Hardware Maintenance Service*" is deleted in its entirety and replaced with the following:

4. The Contractor must accept and respond to Hardware Maintenance Service calls during the "Principal Period of Maintenance" (PPM). If the PPM is not defined elsewhere in the Contract, the PPM is from 8 a.m. to 5 p.m., Eastern Time, Monday to Friday, not including statutory holidays observed by Canada.

The introduction of paragraph 5 of section 25 "*Hardware Maintenance Service*" is deleted in its entirety and replaced with the following:

5. *As part of the Hardware Maintenance Service, the Contractor must provide Canada with technical support through a single toll-free hotline with service available in English, in accordance with the following:*

The second sentence of paragraph 6 of section 25 "*Hardware Maintenance Service*" is deleted in its entirety and replaced with the following:

*"The Contractor's Web site must provide support in English".*

Paragraphs 3 and 4 of Section 26 "*Classes of Hardware Maintenance Service*" are deleted in their entirety as the "*On-Site Maintenance Service*" is not required under this Contract.

### 7.2.2.2 Modifications to Supplemental General Conditions 4002

Section 08 – "*Pre-Existing Software*" of Supplemental General Conditions 4002 (2010-08-16), Software Development or Modifications Services is modified as follows:

Paragraph 3 is deleted in its entirety and replaced with the following:

3. If Pre-existing Software forms part of the Custom Software and is owned by the Contractor, the Contractor must, within (30) days following acceptance of the Custom Software by Canada, at its expense, deliver the source code for that software to Canada.

Paragraph 4 is deleted in its entirety and replaced with the following:

4. The source code delivered by the Contractor to Canada, in relation to any Pre-existing Software that forms part of the Custom Software, must contain a complete description of the operation of that Pre-existing Software in sufficient detail to enable a programmer, experienced in the programming language or languages in which the source code is written, to modify all aspects of that software without assistance from the Contractor.

Paragraph 5 is deleted in its entirety and replaced with the following:

5. Unless provided otherwise in the Contract, Canada's rights to use, copy, modify and disclose any Pre-existing Software supplied under the Contract and any source code for that software must be identical to those set out in Supplemental General Conditions 4003 (2010-08-16).

Section 12 – "*Warranty*" of Supplemental General Conditions 4002 (2010-08-16), Software Development or Modifications Services is modified as follows:

Paragraph 1 is deleted in its entirety and replaced with the following:

1. In this section, "*Warranty Period*" means a twelve (12) month period commencing on the day of the ARS delivery from the Contractor to the Canadian Space Agency, with the exception only of warranty work.

Section 15 – "*Ownership of Developed Custom Software*" is modified as such:

Paragraph 2 is deleted in its entirety and replaced with the following:

2. The Developed Custom Software belongs to the Contractor. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free "*Entity License*" that is compatible with all of the conditions of the Article 30 of the 2040 (2015-07-03) General Conditions for Research and Development. An "*Entity License*" entitles Canada to use the developed Custom Software for government use by any "Client" in whole or in part, unrestricted by the number of users, data, documents and/or transactions a "Client" may be using or processing at any time or location.

"Client" means any department or agency of the Government of Canada (as those terms are defined in the *Financial Administration Act*) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under Section 16 of the *Department of Public Works and Government Services Act* (each being a "Client").

### 7.2.2.3 Modifications to Supplemental General Conditions 4003

Section 01 *"Interpretation"* of Supplemental General Conditions 4003 (2010-08-16), Licensed Software is modified as follows:

The definition of *"Client"* is deleted in its entirety and replaced with the following:

*"Client"* means any department or agency of the Government of Canada (as those terms are defined in the *Financial Administration Act*) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under Section 16 of the *Department of Public Works and Government Services Act* (each being a "Client").

The definition of *"Licensed Software"* is deleted in its entirety and replaced with the following:

*"License Software"* means the Licensed Programs and the Software Documentation collectively. For the purpose of this Contract, the expression *"Licensed Software"* is to be interpreted as being *"Commercial-Off-The-Shelf"* ("COTS") software. A "COTS" is the programs, programming procedures, and self-contained code and instructions executed by a computer and commercially packaged as a complete application or operating system software solution. COTS software will normally include a license certificate, documentation, media, i.e. CD-ROM, and may include COTS software related services.

Section 02 – *"License Grant"* of Supplemental General Conditions 4003 (2010-08-16), Licensed Software is modified as follows:

Paragraph 2 is deleted in its entirety.

Paragraph 4 is deleted in its entirety and replaced with the following:

4. The license granted under the Contract is a "Device" License as described in section 04 below.

Sections 04 – *"User License"* and 06 – *"Entity License"* of Supplemental General Conditions 4003 (2010-08-16), Licensed Software are deleted in their entirety.

Section 07 – *"Disabling Codes"* is modified as follows:

Paragraph 2 is deleted in its entirety and replaced with the following:

2. The Contractor must deliver this information regardless of whether the Contract has otherwise expired and regardless of whether Canada is currently receiving maintenance or support for the Licensed Software.

Section 08 – *"Licensed Software – Transfer"* is deleted in its entirety.

Section 11 – *“Term of License”* of Supplemental General Conditions 4003 (2010-08-16), Licensed Software is modified as follows:

Paragraph 1 is deleted in its entirety and replaced with the following:

1. Canada’s license to use the Licensed Software is for twelve (12) months, regardless of any termination of the Contract by mutual consent, for the convenience of Canada or for default of the Contractor, as long as Canada has paid for the license to the Licensed Software. Any license granted under the Contract can only be terminated by the Contractor in accordance with subsection 2 below.

Section 15 – *“Warranty”* of Supplemental General Conditions 4003 (2010-08-16), Licensed Software is modified as follows:

Paragraph 1 is deleted in its entirety and replaced with the following:

1. In this section, “Software Warranty Period” means the twelve (12) months period commencing on the day of the ARS Delivery from the Contractor to the Canadian Space Agency, except for warranty work and any other work that is scheduled under the Contract to be performed after the start of the Software Warranty Period.

Section 16 – *“Source Code Escrow”* of Supplemental General Conditions 4003 (2010-08-16), Licensed Software is deleted in its entirety.

#### **7.2.2.4 Modifications to Supplemental General Conditions 4004**

Section 01 *“Interpretation”* of Supplemental General Conditions 4004 (2013-04-24), Maintenance and Support Services for Licensed Software is modified as follows:

Paragraph 5 is deleted in its entirety.

Section 05 *“Support Services”* of Supplemental General Conditions 4004 (2013-04-24), Maintenance and Support Services for Licensed Software is modified as follows:

Replace the expression *“local time”* by *“Eastern Time”*.

### 7.3 SECURITY REQUIREMENTS

There is no security requirement applicable to this Contract.

### 7.4 CONTRACT PERIOD

The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The "Initial Contract Period" which begins on the date the Contract is awarded and ends on January 31<sup>st</sup>, 2018;
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

### 7.5 AUTHORITIES

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Pierre Letendre  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Space Programs Directorate

Address: 6767, Route de l'Aéroport  
St-Hubert, Quebec, Canada  
J3Y 8Y9

Telephone: 450-926-5173  
E-mail address: pierre.letendre@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

The Technical Authority for the Contract is:

Name:  
Title:

Organization: Canadian Space Agency  
Address: 6767, Route de l'Aéroport  
St-Hubert, Quebec, Canada  
J3Y 8Y9

Telephone:  
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

Name:  
Title:

Organization:  
Address:

Telephone:  
E-mail address:

## 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 7.7 PAYMENT

### 7.7.1 Basis of Payment

Payments will be made to the ARS Contractor in Canadian dollars (\$CDN).

#### 7.7.1.1 Work performed under the Contract not subject to Task Authorization

For the Work described in Section "3" of the Statement of Work in Annex "A" to which this basis of payment applies:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm fixed price, as specified in Annex "B" of \_\_\_\_\$CDN. Custom duties are included and Applicable Taxes are extra.

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

#### 7.7.1.2 Travel and Living Expenses (Work performed not subject to Task Authorization)

When and if applicable, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the *Treasury Board Travel Directive*, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have been explicitly pre-authorized by the Technical Authority. All payments are subject to government audit.

Total Estimated Cost – Limitation of Expenditure: \$\_\_\_\_ CAN (applicable taxes included).

#### 7.7.1.3 Work performed under the Contract subject to Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \_\_\_\_\$CDN. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:



- 
- a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

### 7.7.2 Milestone Payments

Canada will make milestone payments in accordance with the Schedules of Milestones detailed in the Annex "B" and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, 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.

### 7.7.3 Invoicing Instructions

- 1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

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 (when applicable).
- 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 not Applicable Taxes payable as it was claimed and payable under the previous claim for progress payments.

3. The Contractor must prepare and certify **one original and two (2) copies** of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

## 7.8 CERTIFICATIONS

### 7.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

### 7.8.2 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.

### 7.8.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) -or- (to be determined at Contract Award)

A2001C (2006-06-16) Foreign Nationals (Foreign Contractor).

A3025C (2013-03-21) Proactive Disclosure of Contracts with Former Public Servants

## 7.9 APPLICABLE LAWS

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

## 7.10 PRIORITY OF DOCUMENTS

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4001 (2015-04-01), Hardware, Purchase, Lease and Maintenance;
- c) the supplemental general conditions 4002 (2010-08-16), Software Development or Modification services;
- d) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- e) the supplemental general conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- f) the General Conditions 2040 (2015-07-03), Research and Development;
- g) Annex A, Statement of Work;
- h) Annex B, Basis of Payment;
- i) Annex C, Federal Contractors Program for Employment Equity - Certification (*if applicable*);
- j) Annex D, Non-Disclosure Agreement (NDA);
- k) Annex E, Signed Task Authorization Forms (including all of their annexes, if any);
- l) Annex F, Contractor's Disclosure of Intellectual Property – and -
- m) the Contractor's bid entitled "\_\_\_" dated \_\_\_\_\_.

## 7.11 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 Contract (including announcements pertaining to its award), 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. Communications Activities Format

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

### 3. Communications 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 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.

## 7.12 INSURANCE

G1005C (2008-05-12) Insurance

## 7.13 DISCLOSURE OF INTELLECTUAL PROPERTY

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority, a copy of the Intellectual Property Disclosures as per the formats prescribed in the Annex "F". Such disclosure will include a comprehensive update of the preliminary Background Intellectual Property (BIP) disclosure report that was submitted as part of the Contractor's bid (Annex "F", Table "1").

All Intellectual Property Disclosure reports are Contract deliverables that are subject to Canada's review and acceptance.

Solicitation No. - N° de l'invitation  
9F044-14-0934  
Client Ref. No. - N° de réf. du client  
9F044-14-0934

Amd. No. - N° de la modif.  
File No. - N° du dossier  
9F044-14-0934

Buyer ID - Id de l'acheteur  
205mtd  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A" - STATEMENT OF WORK**

Statement of Work (SOW) for the Multi-mission Antenna Reservation System (ARS)  
CSA-RC-SOW-0010, "Initial Release" dated June 29, 2015.

**ANNEX “B” - BASIS OF PAYMENT**

**B.1 WORK PERFORMED UNDER THE CONTRACT NOT SUBJECT TO TASK AUTHORIZATIONS**

This following section applies to the Work described in Section 3 of the Statement of Work (SOW) in Annex “A” to which this basis of payment applies.

Prices are to be presented in Canadian funds, Canadian customs duties and excise taxes included (if applicable) and applicable sales taxes extra and shown separately (if applicable). Prices are FOB destination (Canadian Space Agency, St-Hubert, Quebec).

The schedule of milestones for which payments will be made in accordance with the Contract is as presented in the Table 1 below. The full description of the document deliverables for each milestones is described in Table A-2 “Document Deliverables” of the SOW at Annex “A”.

**Table 1 – Schedule of payment milestones**

Milestone No.	Deliverable	Months After Contract Award (MACA) or period or firm date	Percentage of Overall Cost	Cost
1	Kick-Off Meeting		5%	
2	Technical Interchange Meeting number 1		5%	
3	Design Review		20%	
4	ARS Factory Acceptance Test Review	November 2016	15%	
5	Delivery of the ARS to the CSA	30-Nov-2016	10%	
6	On-Site Acceptance Test	April 2017 (To be confirmed)	35%	
7	Contract Closeout Review	Between 01-Oct-2017 and 31-Dec-2017	10%	

<b>Sub-total:</b>	<input type="text"/>
Goods and Services Tax (GST) @ 5%:	<input type="text"/>
Quebec Sales Tax (QST) @ 9.975%:	<input type="text"/>

<b>Total Firm Fixed Price</b>	<input type="text"/>
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### B.1.1 Travel and Living Expenses (Work not subject to Task Authorization)

When and if applicable, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have been explicitly pre-authorized by the Technical Authority. All payments are subject to government audit.

### B.1.2 Optional Goods and Services (not subject to Task Authorization)

The full description of the requirements pertaining to the optional Goods and Services are described under the Section 3.9 of the SOW at Annex "A".

"An option block" means that all individual optional items comprised within that "option block" would be exercised at once by Canada.

Prices for any of the individual options blocks or individual options are to be presented in Canadian funds, Canadian customs duties and excise taxes included (if applicable) and applicable sales taxes extra and shown separately (if applicable). Prices are FOB destination (Canadian Space Agency, St-Hubert, Quebec).

**Table 2 - Optional Goods and Services**

Requirement #	Optional Item name	Recommended Decision Point	Firm-Fixed Price	#
<b>Option Block # 1</b> (all optional items within that block would be exercised at once)				
ARS041	Augmented Mission Configuration	Insert recommendation	Insert price	<b>1</b>
ARS057	Autonomous Contact Management			
ARS096	Contact Time Spawning of Standing Requests			
ARS097	Contact Time Spawning for Autonomous Contact Management			
<b>Option Block # 2</b> (all optional items within that block would be exercised at once)				
ARS150	Contingency Contact identification process	Insert recommendation	Insert price	<b>2</b>
ARS151	Contingency Contact Allocation Process			
ARS152	Contingency Contact Labelling			
<b>Option Block # 3</b> (all optional items within that block would be exercised at once)				
ARS121	Advanced Schedule optimization algorithm	Insert recommendation	Insert price	<b>3</b>
ARS361	Orbit Propagator Computation Time Goal			
ARS371	Schedule Computation Time Goal			
ARS391	Satellite Contact/Time Request 7 days Overall Processing Time Goal			
ARS392	Satellite Contact/Time Request 24h Overall Processing Time Goal			

**Individual options**

ARS072	Attitude Model Propagation	Insert recommendation	Insert price	<b>4</b>
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ARS465	Reservation Web-Based Interface	Insert recommendation	Insert price	<b>5</b>
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ARS702	Automatic Failure Detection and Failover	Insert recommendation	Insert price	<b>6</b>
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**Licensed Software** (as defined under the modified 4003 (2010-08-16) Supplemental General Conditions)

N/A	Cost of one (1) annual "Device" licenses for each and every "Licensed Software" required to use the ARS solution (to be listed).	Insert recommendation	Insert price	<b>7</b>
-----	--	-----------------------	--------------	----------

**Maintenance and Support Services for "Custom Software"**  
 (as defined under the modified Supplemental General Conditions 4002 (2010-08-16))

Period 1	Up to five (5) individual one (1) year periods for Maintenance and Support Services (in accordance with the conditions of the modified 4004 (2013-04-25) supplemental general conditions for Maintenance and Support Services for Licensed Software).	Insert the price for the first one (1) year period of Maintenance and Support Services.	<b>8a</b>
Period 2	Second option period (2 <sup>nd</sup> year):	Price to be escalated using the chosen escalated factor (price for first year x escalation factor).	<b>8b</b>
Period 3	Third option period (3 <sup>rd</sup> year):	Price to be escalated using the chosen escalated factor (price for first year x escalation factor).	<b>8c</b>
Period 4	Fourth option period (4 <sup>th</sup> year):	Price to be escalated using the chosen escalated factor (price for first year x escalation factor).	<b>8d</b>
Period 5	Fifth option period (5 <sup>th</sup> year):	Price to be escalated using the chosen escalated factor (price for first year x escalation factor).	<b>8e</b>



## **B.2 WORK PERFORMED UNDER THE CONTRACT SUBJECT TO TASK AUTHORIZATIONS:**

This section applies to the performance of unforeseen Work in connection with the Work described in the Sections 3.1 to 3.7 of the Statement of Work (SOW) in Annex "A" and that would be performed on an "as and when requested basis".

Work performed under Task Authorizations excludes Work pertaining to the Optional Goods and Services described under section 3.8 of the SOW in Annex "A".

Work performed under Task Authorizations will be performed on a Firm-Fixed Price Basis (FFP) using Firm-Fixed Per Diems for individual labour categories as described and authorized by the Contracting Authority using the applicable "Support Task Authorization Form" at Annex "E".

**B.2.1 Basis of Payment – Firm Fixed Per Diems** (C0214C – 2013-04-25)

The Contractor will be paid firm per diem rates as follows, for work performed under Tasks Authorizations in accordance with the Contract. Custom duties are included and Applicable Taxes are extra.

**Table 3 – Firm Fixed Per Diems**

Note: A work day equals to seven and a half (7.5) hours.

Firm fixed per diems for each period are those of the preceding period increased by the retained escalation factor. The same escalation factor will be applied to each subsequent period.

**Escalation Factor:** \_\_\_\_\_%

Labor Category Code	Labour Category Description	0	8A	8B	8C	8D	8E
		Through the Initial Contract Period	Through the Option Period 8a	Through the Option Period 8b	Through the Option Period 8c	Option Period 8d	Option Period 8e
	Project Manager	\$	\$	\$	\$	\$	\$
	Senior Programmer	\$	\$	\$	\$	\$	\$
	Intermediate Programmer	\$	\$	\$	\$	\$	\$
	Junior Programmer	\$	\$	\$	\$	\$	\$
	Administrative Support	\$	\$	\$	\$	\$	\$
	Quality Assurance	\$	\$	\$	\$	\$	\$
			◀ X %	◀ X %	◀ X %	◀ X %	◀ X %

### **Travel and Living Expenses**

When and if applicable to a given Task Authorization, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”.

All travel must have been explicitly pre-authorized under the applicable Task Authorization by both the Technical and Contracting Authorities. All payments are subject to government audit.

### **Other Direct Expenses**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work subject to Task Authorization. These expenses will be paid at actual cost without mark-up, upon submission an itemized statement supported by receipt vouchers.

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## ANNEX "C" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

### Complete both A and B.

#### A. Check only one of the following:

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

## **ANNEX “D” – NON-DISCLOSURE AGREEMENT (NDA)**

Note to Bidders: the same Terms and Conditions would be used for the NDA to be used for the purpose of carrying the Work under the resulting Contract following this solicitation process.

In such case, the word “*Bidder*” would be replaced by “*Contractor*” while the “Purpose” would be changed to “...for the purpose of carrying the Work under Contract No.xxx...”.

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**MANDATORY NON-DISCLOSURE AGREEMENT (NDA) FOR  
THE MULTIMISSIION ANTENNA RESERVATION SYSTEM (ARS)  
FOR THE CANADIAN SPACE AGENCY (CSA)**

REQUEST FOR PROPOSAL (RFP) & RESULTING CONTRACT

**PUBLIC WORKS GOVERNMENT SERVICES CANADA (PWGSC)  
FILE # 9F044-14-0934**

**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")

1. The Bidder 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. The Bidder acknowledges that the documents RD1 – "*RCM Reservation System ICD*" and RD2 – "*RCM System Concept of Operations*" listed under the Section 2.2 of the Statement Work for the Antenna Reservation System (ARS) (Annex "A" to this RFP) 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 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 Bidder agrees that the above-referenced documents 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 Bidder 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 Bidder agrees to immediately notify the PWGSC's Contracting Authority if any person, other than the Bidder's current employees accesses the Confidential Information at any time.
5. Also, regardless of whether it is Confidential Information, the Bidder must at all times treat the information designated as Confidential Information and ensure it cannot be accessed by anyone excepting the Bidder's current employees, which have a legitimate "need to know" for the Purpose of presenting a RFP.

6. The Bidder 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 Bidder 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 Bidder is responsible for any breach of this NDA by any of its employees, and the Bidder 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 the documents listed above 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 Bidder recognizes that no license or conveyance of any rights to the Bidder 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 Bidder 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 Bidder or any proposed subcontractor;
  - b) is or becomes known to the Bidder from a source other than Canada, except any source that is known to the Bidder 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 Bidder agrees that a breach of this NDA may result in disqualification of a Bidder or a Qualified Bidder 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 Bidder's security clearance and review of the Qualified Bidder's status as an eligible Bidder for other requirements.
15. The Bidder 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 Bidder, or by anyone to whom the Bidder discloses the Confidential Information to comply with these conditions.

Solicitation No. - N° de l'invitation  
9F044-14-0934  
Client Ref. No. - N° de réf. du client  
9F044-14-0934

Amd. No. - N° de la modif.  
File No. - N° du dossier  
9F044-14-0934

Buyer ID - Id de l'acheteur  
205mtd  
CCC No./N° CCC - FMS No./N° VME

---

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been duly signed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015,

by an authorized representative of the

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of authorized representative (print)

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

Witness:

\_\_\_\_\_  
Name of the Witness



## **ANNEX "E" - SUPPORT TASK AUTHORIZATION PROCESS AND FORM**

### **E.1 DETAILED TASK AUTHORIZATION PROCESS**

The Task Authorization Process is described under the Section 7.1.3.1 of the Contract. This Section E.1 provides additional details on how this process will be carried.

1. Canada will prepare a description of the required task using the Task Authorization Form presented in this Annex "E". Such form will include the following information:
  - A clear description of the Work to be performed with itemized tasks;
  - A schedule of the Work with major milestone completion dates;
  - A description of any Government Furnished Equipment (GFE) or Government Furnished Information (GFI) that will be provided to the Contractor (if applicable);
  - A list of deliverables (if applicable);
  - A list of reporting requirements (if applicable);
  - A description of any documentation required to release a payment (if applicable);
  - Any other relevant information.

Such form will then be submitted to the Contractor for review, costing and acceptance.

2. Following its review and costing, the Contractor will sign the Task Authorization Form and submit it for Canada's acceptance by sending it by e-mail to both the Contracting Authority and the Technical Authority (as identified under Sub-Sections 5.1 and 5.2 of the Contract).
3. If the Contractor's proposal is accepted by Canada, the Contracting Authority will counter-sign the Task Authorization Form and will send it by e-mail to the Contractor's Representative (as identified under Section 5.3 of the Contract).
4. Upon receipt of the Signed Task Authorization Form, the Contractor may begin the Work described in the Task Authorization Form.

### **E.2 TASK AUTHORIZATION FORM**

The proposed form included in this Annex "E" will be used to describe, cost and authorize, by both the Contractor and Canada, any Work that is to be required to performed under a Task Authorization.

**CONTRACT TASK AUTHORIZATION FORM**  
 Multi-mission Antenna Reservation System (ARS) for the Canadian Space Agency (CSA)  
 PWGSC File No. 9F044-14-0934

<b>1</b>	<b>Task name:</b>	<b>2</b>	<b>Task number:</b>
----------	-------------------	----------	---------------------

<b>A</b>	<b>Description of the Work:</b>
----------	---------------------------------

<b>B</b>	<b>Schedule of Work / Milestone Completion Dates:</b>
----------	---

<b>C</b>	<b>GFE or GFI to be provided to the Contractor:</b>
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<b>D</b>	<b>Deliverables:</b>
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<b>E</b>	<b>Reporting Requirements:</b>
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<b>F</b>	<b>Documentation required to release a payment:</b>
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<b>G</b>	<b>Other Information:</b>
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**3 Detailed Cost Breakdown**

Provide information as to which personnel category will be assigned to the Task along with their respective level of effort (for information purposes only) and a description of any other cost items.

Labour Cost:  
 Other Direct Costs (if applicable):  
 Travel and Living (if applicable):  
 Total Firm Fixed Price: \_\_\_\_\_ \$CDN

**4 Authorizations**

Contractor's Representative	CSA's Technical Authority	PWGSC's Contracting Authority
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
E-Mail: _____	E-Mail: _____	E-Mail: _____
Phone: _____	Phone: _____	Phone: _____
Signature _____	Signature _____	Signature _____
Date _____	Date _____	Date _____

**5 For PWGSC's Internal Use Only**

CSA Requisition Number: _____	Line #: _____
Date: _____	

## ANNEX "F" – CONTRACTOR'S DISCLOSURE OF INTELLECTUAL PROPERTY

In accordance with Article 7.13 of the Contract (Disclosure of Intellectual Property), and with the *Article 28 – Records and Disclosure of Foreground Information* of the 2040 (2014-09-25) General Conditions for Research and Development, the Contractor must return to the Contracting Authority this completed Annex "F". Canada will not release any final payment owed to the Contractor unless it has received and accepted this completed Annex "F" as per the requirements below.

1. **Contractor's Legal Name:**
2. **Project Title supported by the Contract:** Multi mission Antenna Reservation System (ARS) for the Canadian Space Agency (CSA)
3. **CSA Technical Authority:**
4. **Contract #:**
5. **Date of disclosure:**
6. **Was there any Contractor's own Background Intellectual Property brought to the project?**  
 Yes → Complete Table 1 (Disclosure of Background Intellectual Property)

No

**Definitions** (from the 2040 (2014-09-25) General Conditions for Research and Development) which form part of this Contract):

1. **Intellectual Property (IP):** means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware.
2. **Background Information / Background Intellectual Property (BIP):** means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
3. **Foreground Information / Foreground Intellectual Property (FIP):** means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

## **Instructions to the Contractor**

### **BIP Disclosure:**

The Contractor is required to review and update the preliminary BIP disclosure report included in its Bid. At Contract closure, only the BIP elements that were actually used to develop the FIP must be listed in the final BIP disclosure report.

### **FIP Disclosure**

At the end of the Contract, the Contractor must complete the Table 2 (Disclosure of the FIP developed under the Contract) and submit it to the Contracting Authority prior to Contract closure for review and acceptance by Canada.

### **General Instructions for BIP and FIP tables**

- Tables must be structured according to the CSA IP forms provided in this Annex "F".
- Each IP element must have a unique ID# in order to easily link the elements of the different tables.
- Titles of the IP elements must be descriptive enough for the project stakeholders to get a general idea of the nature of the IP.
- Numbers and complete titles of reference documents must be included.

The CSA Technical Authority is responsible to review and approve the Tables 1 and 2 on behalf of Canada before the closing of the Contract.

**TABLE 1:  
 DISCLOSURE OF BACKGROUND INTELLECTUAL PROPERTY (BIP) BROUGHT TO THE PROJECT BY THE CONTRACTOR**

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
<p><i>Provide ID# specific to each BIP element brought to the project e.g. BIP-CON-99</i></p> <p><i>Where "CON" is the contract acronym.</i></p>	<p><i>Describe the system or sub system in which BIP is integrated (e.g. camera, control unit, etc.).</i></p>	<p><i>Use a title that is descriptive of the BIP element integrated to the Work.</i></p>	<p><i>Is the BIP in the form of an invention, trade secret, copyright, design, patent?</i></p>	<p><i>Describe how the BIP will be available for Canada to use the FIP (e.g. BIP information will be incorporated in deliverables documents, software will be in object code, etc.).</i></p>	<p><i>Describe briefly the nature of the BIP (e.g. mechanical design, algorithm, software, method, etc.).</i></p>	<p><i>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.</i></p>	<p><i>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.</i></p>	<p><i>Name the organization that owns the BIP. Provide the name of the subcontractor if not owned by the prime contractor.</i></p>

**TABLE 2:  
 DISCLOSURE OF THE FOREGROUND INTELLECTUAL PROPERTY (FIP) DEVELOPED UNDER THE CONTRACT**

1 FIP ID#	2 Project Element	3 Title of the 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
<p><i>Provide ID# specific to each FIP element brought to the project e.g. BIP-CON-99</i></p> <p><i>Where "CON" is the contract acronym.</i></p>	<p><i>Describe the system or sub system in which FIP is integrated (e.g. camera, control unit, etc.).</i></p>	<p><i>Use a title that is descriptive of the FIP element.</i></p>	<p><i>Specify the form of the FIP e.g. invention, trade secret, copyright, industrial design, patent?</i></p>	<p><i>Specify the nature of the FIP e.g. software, design, algorithm, etc.</i></p>	<p><i>Provide the full title and number of the reference document where the FIP is fully described. The reference document must be available to Canada.</i></p>	<p><i>BIP referenced in Table 1 e.g. BIP-CON-2, 15.</i></p>	<p><i>Specify which organization owns the FIP e.g. Contractor or Subcontractor.</i></p> <p><i>Provide the name of the subcontractor if not owned by the prime contractor.</i></p> <p><i>Provide reference to contract clauses that support FIP ownership.</i></p> <p><i>Provide reference to WPDs (Work Package Descriptions) under which the technical Work has been performed.</i></p>

Solicitation No. - N° de l'invitation  
9F044-14-0934  
Client Ref. No. - N° de réf. du client  
9F044-14-0934

Amd. No. - N° de la modif.  
File No. - N° du dossier  
9F044-14-0934

Buyer ID - Id de l'acheteur  
205mtd  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "G" – BID COST BREAKDOWN MS EXCEL CALCULATION SHEET**

Annex "G" is provided as a separate Microsoft Excel file.

**ATTACHMENT 1 TO PART 3:  
ADDITIONAL CSA TECHNICAL AND PROGRAMMATIC BID PREPARATION INSTRUCTIONS**

**IN ITS TECHNICAL AND PROGRAMMATIC BID, THE BIDDER SHOULD INCLUDE:**

**A. A Title / Project Identification Page:**

The first page of the Technical and Programmatic Bid should include:

- i. The RFP name and file Number:  
(Multi-mission Antenna Reservation System (ARS) / PWGSC File No. 9F044-14-0934);
- ii. The Bidder's name and complete mailing address.

**B. An Executive Summary:**

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

- i. Work objectives;
- ii. Major milestones and deliverables.

**C. A 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.

**D. A Contract Work Breakdown Structure:**

The Bidder should provide a Contract Work Breakdown Structure (CWBS) that is used for estimating resources and scheduling the Work. It should go down to two (2) levels below the ARS system level.

**E. A list of Milestones and Deliverables:**

The Bidder should include in its Project and Management Plan (PMP) a definition of the milestones and describe in detail all expected deliverables, including hardware, software, and relevant documentation.

**F. A 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 the achievement of major tasks, milestones and deliverables. The Bidder should demonstrate how required milestones will be met. Linkage between activities should also be identified in the schedule.

**G. A List of Acronyms:**

All the acronyms used in the Technical and Managerial Bid should be listed and defined under a single table of acronyms.

**H. Resumes:**

The Technical and Managerial bid should include resumes of the proposed resources.



**IN ITS TECHNICAL AND PROGRAMMATIC BID, THE BIDDER MUST:**

1. For each and every **mandatory technical requirement** listed under **Table I**, provide a "**detailed substantiation**" (when required) **AND a reference in the proposal** to where the compliance statement is cross referenced (section & page number). Providing a "**detailed substantiation**" means to describe the method by which the claim for compliance is made. As examples, such justification could be achieved through making reference to a test result, a demonstration, an inspection, a simulation, an analysis or a given design.
2. For each individual **point rated criterion** listed under **Table II**, provide a dedicated subsection for each of the seven evaluation criteria. Each individual subsection will need to address clearly and in sufficient depth the criteria that are subject to evaluation. Such information will be used by Canada's evaluation team to evaluate each criterion against the benchmark statements detailed in the Attachment 1 to the Part 4 of this RFP.

With respect to the technical evaluation TECH02 "*Proposed Solution*", the Bidder must provide a full description of the proposed system, addressing the following items:

- a) Overall description;
- b) Software base;
- c) System architecture;
- d) Performance;
- e) Proposed platform (Operating System);
- f) Commercial-Off-The-Shelf (COTS) software included in the system (provide versions numbers);
- g) Robustness;
- h) Availability;
- i) Maintainability;
- j) Ease-of-update.

When appropriate, the description should include flow charts or schematics to illustrate the proposed design.

3. For each and every **optional technical requirements** listed under **Table III**, provide a "**detailed substantiation**" **AND a reference in the proposal** to where the compliance statement is cross referenced.
4. With respect to the **Quality Assurance Plan** (QAP), it must provide enough details to give confidence to the CSA that the Bidder's processes will deliver a robust ARS solution that will be available to users 24 hours a day, 7 days a week, 365 days a year and operate at all times in accordance with the requirements specified in the Statement of Work.

**TABLE I – MANDATORY TECHNICAL REQUIREMENTS (MAND01)**

	<b>Requirement ID</b>	<b>Requirement Title</b>	<b>Bidder's Compliance Statement (Yes or No)</b>	<b>Detailed Substantiation Required? (Yes or No)</b>	<b>Detailed Substantiation (Always include the section and page number of the proposal where the requirement is addressed.)</b>
1	ARS010	Primary objective		No	
2	ARS020	Composition of the System Configuration		No	
3	ARS030	Composition of the Facility Configuration		No	
4	ARS040	Composition of the Mission Configuration		No	
5	ARS055	Contact and Time Requests		Yes	
6	ARS056	Standing Requests		Yes	
7	ARS057	Autonomous Contact Management		Yes	
8	ARS060	Update of Satellite Orbit TLE		No	
9	ARS061	Default Satellite Orbit TLE		No	
10	ARS062	Satellite Orbit TLE Manager		No	
11	ARS070	Orbit Propagator and Satellite Contacts prediction		Yes	
12	ARS071	Satellite Contacts Prediction Constraints		No	
13	ARS075	Automation of the Orbit Propagation and Satellite Contacts Prediction		Yes	
14	ARS078	Generation of Contact Opportunity Schedule		Yes	
15	ARS080	Validation of a Satellite Contact/Time Request		Yes	
16	ARS090	Request Validity Report		No	
17	ARS095	Pre-Screening of Schedule Inputs		No	
18	ARS098	Consolidation of Satellite Contact/Time Requests		Yes	
19	ARS099	Computation of the Schedule		Yes	
20	ARS100	Automation of the Schedule Computation		Yes	
21	ARS110	Schedule De-Conflicting Rules		Yes	
22	ARS120	Schedule Optimization Factors and Constraints		Yes	
23	ARS130	Rescheduling of overruled Committed Satellite Contacts		Yes	
24	ARS131	Contact Request Reschedulability Field		No	

Solicitation No. - N° de l'invitation  
 9F044-14-0934  
 Client Ref. No. - N° de réf. du client  
 9F044-14-0934

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 9F044-14-0934

Buyer ID - Id de l'acheteur  
 205mtd  
 CCC No./N° CCC - FMS No./N° VME

	<b>Requirement ID</b>	<b>Requirement Title</b>	<b>Bidder's Compliance Statement (Yes or No)</b>	<b>Detailed Substantiation Required? (Yes or No)</b>	<b>Detailed Substantiation (Always include the section and page number of the proposal where the requirement is addressed.)</b>
25	ARS140	Tracking of Schedule Changes		Yes	
26	ARS141	Contact Update Field		No	
27	ARS160	Generation of Approved Schedule Derived Products		No	
28	ARS170	Generation of Committed Schedule Derived Products		No	
29	ARS180	Committed Schedule retransmission		No	
30	ARS190	Optimizer Performance Report		No	
31	ARS191	Facility Performance Report		No	
32	ARS192	Mission Performance Report		No	
33	ARS200	Notification of Reception		Yes	
34	ARS210	Manual Entry of Satellite Orbital TLE		Yes	
35	ARS215	Manual Generation of the Compliant Satellite Contact List		No	
36	ARS220	Admittance of Satellite Contact/Time Request		Yes	
37	ARS230	Manual Reservation of Satellite Contacts		Yes	
38	ARS231	Manual Reservation Priority		No	
39	ARS240	Manual Override of Automatic Schedule Computation		Yes	
40	ARS250	Approval of Preliminary and Accepted Schedules		Yes	
41	ARS251	Backlog of Previous Committed Schedules		Yes	
42	ARS252	Restoring of Backlog Schedule		Yes	
43	ARS260	Locking of Committed Contacts		Yes	
44	ARS261	Notification of Conflict with Locked Contacts		Yes	
45	ARS270	Automatic override of Operator's approval processes		Yes	
46	ARS350	Scalability		Yes	
47	ARS360	Orbit Propagator Computation Time		Yes	
48	ARS365	Contact Opportunity Schedule computation time		Yes	

	<b>Requirement ID</b>	<b>Requirement Title</b>	<b>Bidder's Compliance Statement (Yes or No)</b>	<b>Detailed Substantiation Required? (Yes or No)</b>	<b>Detailed Substantiation (Always include the section and page number of the proposal where the requirement is addressed.)</b>
49	ARS370	Schedule Computation Time		Yes	
50	ARS375	Urgent Schedule Computation Timeout		Yes	
51	ARS380	Antenna Access Request timeout		Yes	
52	ARS390	Satellite Contact/Time Request Overall Processing Time		Yes	
53	ARS392	Satellite Contact/Time Request 24-hours Overall Processing Time Goal		Yes	
54	ARS400	Reception of Satellite Orbit TLE		Yes	
55	ARS405	Reception of Contact Opportunity Request		No	
56	ARS406	Transmission of Contact Opportunity Report		Yes	
57	ARS407	Configurable Contact Opportunity Report		Yes	
58	ARS408	Contact Opportunity Report fields		No	
59	ARS410	Reception of Satellite Contact/Time Request		Yes	
60	ARS411	Configurable Satellite Contact/Time Request		Yes	
61	ARS412	Satellite Contact Request Fields		No	
62	ARS413	Satellite Time Request Fields		No	
63	ARS414	Standing Request Fields		No	
64	ARS420	Acknowledgment of Satellite Contact/Time Request		Yes	
65	ARS421	Configurable Request Validity Report		Yes	
66	ARS422	Request Validity Report Fields		No	
67	ARS430	Transmission of Committed Mission Schedule		No	
68	ARS431	Configurable Mission Schedule		Yes	
69	ARS432	Mission Schedule Fields		No	
70	ARS440	Reception of Mission Schedule Acknowledgment		Yes	
71	ARS450	Communication Scheme with the Mission		No	

	<b>Requirement ID</b>	<b>Requirement Title</b>	<b>Bidder's Compliance Statement (Yes or No)</b>	<b>Detailed Substantiation Required? (Yes or No)</b>	<b>Detailed Substantiation (Always include the section and page number of the proposal where the requirement is addressed.)</b>
72	ARS462	Mission Message Inspection		No	
73	ARS500	Reception of Antenna Unavailability Report		No	
74	ARS501	Configurable Antenna Unavailability Report		Yes	
75	ARS510	Transmission of Antenna Access Request		Yes	
76	ARS511	Configurable Antenna Access Request		Yes	
77	ARS512	Antenna Access Request Fields		No	
78	ARS520	Reception of Antenna Access Request Acknowledgment		Yes	
79	ARS521	Configurable Antenna Access Request Acknowledgment		Yes	
80	ARS530	Reception of Antenna Access Confirmation		Yes	
81	ARS531	Configurable Antenna Access Confirmation		Yes	
82	ARS532	Antenna Access Confirmation Fields		No	
83	ARS540	Transmission of Committed Facility Schedule		Yes	
84	ARS541	Configurable Committed Facility Schedule		Yes	
85	ARS542	Committed Facility Schedule Fields		No	
86	ARS545	Reception of Committed Facility Schedule Acknowledgment		No	
87	ARS550	Communication Format with the Facilities		No	
88	ARS551	Format Conversion of Facility Messages		Yes	
89	ARS552	Facility Message Inspection		No	
90	ARS580	Interface with Live Schedule Board		No	
91	ARS600	System Security		Yes	
92	ARS610	System Accounts and Privileges		Yes	
93	ARS700	Operational Redundancy		Yes	
94	ARS701	Backup handover latency		Yes	

Solicitation No. - N° de l'invitation  
 9F044-14-0934  
 Client Ref. No. - N° de réf. du client  
 9F044-14-0934

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 9F044-14-0934

Buyer ID - Id de l'acheteur  
 205mtd  
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95	ARS705	Data Persistency and Accessibility in Case of System Failure		Yes	
96	ARS710	Deployability		Yes	
97	ARS720	Portability		Yes	
98	ARS730	Availability		Yes	
99	ARS740	Lifetime		Yes	
100	ARS750	Accessibility of Data		Yes	
101	ARS760	Backlog of Data		Yes	
102	ARS761	Safeguarding of Data		Yes	
103	ARS765	Event Log File		Yes	
104	ARS766	Event Log File Fields		No	
105	ARS770	Display of Schedule for the Operator		Yes	
106	ARS771	Flexibility of the Schedule View		Yes	
107	ARS772	Printability of the Schedule View		No	
108	ARS780	Time Reference		No	
109	ARS781	Time Reference Format		No	
110	ARS790	Active Memory Margin		Yes	

Solicitation No. - N° de l'invitation  
 9F044-14-0934  
 Client Ref. No. - N° de réf. du client  
 9F044-14-0934

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 9F044-14-0934

Buyer ID - Id de l'acheteur  
 205mtd  
 CCC No./N° CCC - FMS No./N° VME

**TABLE II- POINT RATED REQUIREMENTS**

	<b>Requirement ID</b>	<b>Requirement Title</b>	<b>Relative Weight</b>	<b>Requirement Category</b>	<b>Category Passing Score</b>	<b>Section and page number of the proposal where the requirement is addressed</b>
<b>1</b>	TECH01	Understanding the Need	10 points	<b>Technical</b> (45 points)	33 points	
<b>2</b>	TECH02	Proposed Solution	15 points			
<b>3</b>	TECH03	Technical Methodology	5 points			
<b>4</b>	TECH04	Proficiency	7 points			
<b>5</b>	TECH05	Team Experience	8 points			
<b>6</b>	PROG01	Project Management Plan	10 points	<b>Programmatic</b> (15 points)	10 points	
<b>7</b>	PROG02	Risk Management Plan	5 points			
			<b>60 points</b>			
				<b>43 points</b>		

**TABLE III- OPTIONAL REQUIREMENTS (MAND01-CONTINUED)**

	<b>Requirement ID</b>	<b>Requirement Title</b>	<b>Bidder's Compliance Statement (Yes or No)</b>	<b>Detailed Substantiation Required? (Yes or No)</b>	<b>Section and page number of the proposal where the requirement is addressed</b>
<b>1</b>	ARS041	Augmented Mission Configuration		<b>Yes</b>	
	ARS057	Autonomous Contact Management		<b>Yes</b>	
	ARS096	Contact Time Spawning of Standing Requests		<b>Yes</b>	
	ARS097	Contact Time Spawning for Autonomous Contact Management		<b>Yes</b>	
<b>2</b>	ARS150	Contingency Contact Identification process		<b>Yes</b>	
	ARS151	Contingency Contact Allocation process		<b>Yes</b>	
	ARS152	Contingency Contact Labelling		<b>Yes</b>	
<b>3</b>	ARS121	Advanced Schedule optimization algorithm		<b>Yes</b>	
	ARS361	Orbit Propagator Computation Time Goal		<b>Yes</b>	
	ARS371	Schedule Computation Time Goal		<b>Yes</b>	
	ARS391	Satellite Contact/Time Request 7 days Overall Processing Time Goal		<b>Yes</b>	
	ARS392	Satellite Contact/Time Request 24h Overall Processing Time Goal		<b>Yes</b>	
<b>4</b>	ARS072	Attitude Model Propagation		<b>Yes</b>	
<b>5</b>	ARS465	Reservation Web-Based Interface		<b>Yes</b>	
<b>6</b>	ARS702	Automatic Failure Detection and Failover		<b>Yes</b>	



**ATTACHMENT 2 TO PART 3:  
 OVERVIEW OF ARS SOLUTION SOFTWARE LICENSING CONDITIONS REQUIRED BY CANADA:**

ARS SOFTWARE SOLUTION COMPONENTS				
	Contractor-Owned Pre-Existing Software used in the ARS Solution	Contractor-Owned ARS Custom Software Developed under the ARS Contract	Third-Party-Owned Pre-Existing Software used in the ARS Solution (aka Commercial-Off-The-Shelf Software).	Optional Maintenance and Support Services for ARS Contractor-Owned Software
1	<b>Key applicable Terms &amp; Conditions:</b>	<ul style="list-style-type: none"> <li>▪ Contract</li> <li>▪ Modified 4002</li> <li>▪ Standard 2040</li> </ul>	<ul style="list-style-type: none"> <li>▪ Contract</li> <li>▪ Modified 4002</li> <li>▪ Standard 2040</li> </ul>	<ul style="list-style-type: none"> <li>▪ Contract</li> <li>▪ Modified 4003</li> <li>▪ Standard 2040</li> </ul>
2	<b>Intellectual Property Ownership:</b>	ARS Contractor	ARS Contractor	Third-Party
3	<b>Type of License Grant to Canada:</b>	Entity	Entity	Device
4	<b>License coverage</b> (Government of Canada use only):	Worldwide / Government of Canada	Worldwide / Government of Canada	Worldwide / Government of Canada
5	<b>License restrictions:</b>	No Restrictions	No Restrictions	For use on one (1) Device only
6	<b>License duration:</b>	Perpetual	Perpetual	Twelve (12) months following ARS delivery to Canada
7	<b>All Source Code to be delivered to Canada?</b>	Yes	Yes	No
8	<b>License cost to Canada:</b>	0\$ (No charge)	0\$ (No charge)	No Charge for first twelve (12) months following ARS delivery to Canada.
			▼	▼
			Canada may or may not procure license from the ARS Contractor (option).	Canada may or may not procure Maintenance and Support Services from the ARS Contractor (option).

**ATTACHMENT 1 TO PART 4: MANDATORY AND POINT RATED EVALUATION CRITERIA**

**A. BID EVALUATION PROCESS (MANDATORY AND POINT RATED EVALUATION CRITERIA):**

1. Bids will first be evaluated to assess compliance to the mandatory technical requirements listed under the **Table I** of the attachment 1 to part 3 of this RFP. Bids meeting all of the 110 mandatory technical requirements will be retained and will proceed to the second step of the evaluation process. Otherwise, the bid evaluation will stop.
2. Bids meeting all of the 110 mandatory technical requirements will be evaluated against all of the optional technical requirements listed under the **Table III** of the attachment 1 to part 3 of this RFP. Bids meeting all of the optional technical requirements will be retained for the third step of the evaluation. Otherwise, the bid evaluation will stop.
3. Bids meeting all of the 110 mandatory technical requirements and all of the optional technical requirements (which collectively correspond to criterion MAND01) will be evaluated against the requirements of criterion MAND02, which are the mandatory Safety and Mission Assurance requirements. Bids meeting the requirements of criterion MAND02 will be retained for the fourth step of the evaluation process. Otherwise, the bid evaluation will stop.
4. Bids meeting all of the mandatory requirements MAND01 **and** MAND02 will be evaluated against the rated technical and programmatic criteria listed herein. Bids who have achieved the mandatory minimum passing scores for both the technical and programmatic categories will proceed to a financial evaluation to be performed solely by Public Works and Government Services Canada (PWGSC). Such financial evaluation will only begin once the Canadian Space Agency (CSA) has submitted a duly signed technical and programmatic evaluation report to PWGSC.

**B. RESPECTIVE WEIGHT OF THE RATED EVALUATION CRITERIA:**

The respective weight of the rated evaluation criteria is as such:

	Requirement ID	Requirement Title	Relative Weight	Requirement Category	Category Passing Score
1	TECH01	Understanding the Need	10 points	<b>Technical</b> (45 points)	33 points
2	TECH02	Proposed Solution	15 points		
3	TECH03	Technical Methodology	5 points		
4	TECH04	Proficiency	7 points		
5	TECH05	Team Experience	8 points		
6	PROG01	Project Management Plan	10 points	<b>Programmatic</b> (15 points)	10 points
7	PROG02	Risk Management Plan	5 points		
			<b>60 points</b>		
				<b>43 points</b>	

**C. BENCHMARK STATEMENTS USED FOR THE PURPOSE OF THE EVALUATION:**

The following benchmark statements will be used for the purpose of the evaluation:

<b>A</b>	=	<b>100%</b>	Of maximum points
<b>B</b>	=	<b>80%</b>	Of maximum points
<b>C</b>	=	<b>40%</b>	Of maximum points
<b>0</b>	=	<b>0%</b>	Of maximum points

As a result and as an example, the possible results for the criterion TECH01 are 10, 8, 4 or zero:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>0</b>
<b>Achieved rating</b>	10x1= <b>10</b> points	10x <b>0.80</b> = <b>8</b> points	10x <b>0.40</b> = <b>4</b> points	10x <b>0</b> = <b>0</b> points

**D. COMPLIANCE TO MANDATORY CRITERION MAND02:**

In order to demonstrate compliance to this criterion, the bidder must include a Quality Assurance Plan (PA-1) that addresses the Safety and Mission Assurance requirements described in the Statement of Work (section 3.2). The Bidder's Quality Assurance Plan must contain sufficient information as to give confidence to the CSA that the Bidder's Quality Assurance processes have the capacity to deliver a reliable ARS solution.

**E. RATED EVALUATION CRITERIA:**

The rated evaluation criteria along with their respective benchmark statements are listed in the table on the following pages.

Requirement ID	Requirement Title	Level 0 (0%)	Level C (40%)	Level B (80%)	Level A (100%)
<b>Technical Requirements</b>					
1	<b>TECH01</b>  <b>Understanding the Need</b>  This criterion assesses the extent to which the bidder understands the core technical principles, system complexity, interfaces and operational environment through the description of a proposed design. The bidder must also provide information related to the level of effort, performance estimate, risk and mitigation strategy, availability and reliability.	The proposal does not include a demonstration that the bidder possesses the understanding required to perform the work	The proposal demonstrates the bidder possesses <b>insufficient understanding</b> of the system underlying technical principles.  The proposal lacks credibility in achieving expected performance as it is not substantiated, lacks credible reference to existing technical literature or previous relevant system development work.	The proposal demonstrates the bidder possesses an <b>acceptable understanding</b> of the system underlying technical principles.  The proposal is credible in its ability to achieve performance, substantiation is credible and methodical as it includes references to existing technical literature and previous relevant system development work.	The proposal demonstrates the bidder possesses an <b>exhaustive understanding</b> of the system underlying technical principles.  The proposal is credible in its ability to achieve performance and is fully substantiated, including multiple references to state of the art technical literature, previous relevant system development work. Additionally, the proposal identifies unforeseen challenges.
2	<b>TECH02</b>  <b>Proposed Solution</b>  This criterion assesses the quality of the bidder's proposed solution in terms its architecture, the platform and COTS it incorporates, its performance, robustness, availability, operability, maintainability, ease of update and life-cycle cost over a period of 10 years.	The proposal does not include a satisfactory solution.	The proposed solution displays a poor quality, its architecture is confusing and not logical, the platform, and the COTS it incorporates, are inefficient or unreliable or unknown. The proposed solution is poorly substantiated or lacks credibility.	The proposed solution displays an acceptable quality, its architecture is clear and logical, the platform, and the COTS it incorporates, are efficient and reliable. The proposed solution is substantiated and acceptable.	The proposed solution displays a high quality, its architecture is very clear and logical, the platform, and the COTS it incorporates, are highly efficient and reliable. The proposed solution is well substantiated and exceeds the requirements.

Requirement ID	Requirement Title	Level 0 (0%)	Level C (40%)	Level B (80%)	Level A (100%)
<b>Technical Requirements (continued)</b>					
3	<b>TECH03</b>  <b>Technical Methodology</b>  This criterion assesses the robustness of the proposed technical methodology and its ability to resolve the technical challenges, in attaining the stated technical objectives of the work, and in meeting the technical requirements.	The proposal does not include a technical methodology.	The proposed technical methodology is <b>weak</b> . Substantiation of how technical challenges will be addressed is lacking or of poor relevance.	The proposed technical methodology is <b>acceptable</b> . Substantiation of how the technical challenges will be addressed is provided, is well described and relevant. Also, the relationship between the technical methodology and the project management plan is demonstrated and credible.	The proposed technical methodology is <b>robust</b> . Substantiation of how the technical challenges will be addressed is provided, it is well constructed and relevant resulting in a high degree of confidence the methodology will achieve expected results. Also, the relationship between the technical methodology and the project management plan (PMP) is demonstrated and credible.  <i>Robust: that can withstand intellectual challenge</i>

Requirement ID	Requirement Title	Level 0 (0%)	Level C (40%)	Level B (80%)	Level A (100%)
<b>Technical Requirements (continued)</b>					
4	<p><b>TECH04</b></p> <p><b>Bidder Proficiency</b></p> <p>This criterion assesses the bidder's proficiency in developing products and rendering services similar to the ones described in this RFP. "Proficiency" refers to the (1) <u>easiness</u>, (2) <u>competency</u>, (3) <u>skillfulness</u>, (4) <u>expertise</u> and (5) <u>familiarity</u> of the bidder to undertake a project of comparable complexity and scope.</p> <p>The key technical fields:</p> <ul style="list-style-type: none"> <li>• Software design, development and maintenance</li> <li>• GUI and ergonomics design</li> <li>• Optimization and advanced mathematics</li> <li>• Complex system operations</li> <li>• Project management &amp; leadership</li> <li>• Ease of Integration and testing in large scale systems.</li> <li>• Automated software system</li> <li>• Algorithmic and planning applications development</li> <li>• Software performance optimization</li> </ul>	<p>The proposal does not demonstrate the bidder possesses the required proficiency expected to perform the work.</p>	<p>The proposal demonstrates the bidder possesses <b>insufficient</b> proficiency to perform the work.</p> <p>(2 elements out 5)</p>	<p>The proposal demonstrates the bidder possesses <b>most</b> of the proficiency required to perform the work. The proposal presents verifiable projects and mandates to support all proficiency claims.</p> <p>(3 elements out of 5)</p>	<p>The proposal demonstrates the bidder possesses all of the proficiency required to perform the work. The proposal presents verifiable multiple projects and mandates performed in the recent years in support of all proficiency claims within the same scope and complexity.</p> <p>(5 elements out of 5).</p>

Requirement ID	Requirement Title	Level 0 (0%)	Level C (40%)	Level B (80%)	Level A (100%)
<b>Technical Requirements (continued)</b>					
5	<b>TECH05</b>  <b>Team Experience</b> This criterion assesses the accumulation of knowledge and skills resulting from direct participation in relevant activities to this project for each of the team members.  -	The proposal does not demonstrate the team possesses the experience required to perform the work.	The proposal demonstrates the team cumulates <b>insufficient</b> experience to perform the work.	The proposal demonstrates the team cumulates <b>most</b> of the experience required to perform the work. The proposal presents verifiable projects and mandates to support all experience claims.	The proposal demonstrates the team cumulates <b>all</b> the experience required to perform the work. The proposal presents verifiable multiple projects and mandates performed in recent years in support of all experience claims.
<b>Programmatic Requirements</b>					
6	<b>PROG01</b>  <b>Project Management Plan (PMP)</b> This criterion assesses if the Project Management Plan (PMP) is <b>complete, coherent</b> and <b>credible</b> .  Components of the PMP (not limited to): <ul style="list-style-type: none"> <li>• Governance (key decision points, authorities, decision making processes etc.)</li> <li>• Scope management (requirements tracking, work packages and activities, change management etc.)</li> <li>• Time management (schedules, margin, critical path, etc.)</li> <li>• Detailed Cost breakdown</li> <li>• Quality control (benchmarks, management plan)</li> <li>• Human resources management (complementarity of team members, back-ups, etc.)</li> <li>• Communications and reporting (timeliness, relevancy, transparency etc.)</li> <li>• Integration with the technical methodology</li> </ul> <b>Coherent:</b> orderly, logical and consistent  <b>Credible:</b> substantiated by factual demonstration and valid assumptions	The proposal does not contain a PMP.	The proposal contains an <b>incomplete</b> PMP.	The proposal contains a <b>complete, coherent</b> and <b>credible</b> PMP.	The proposal contains a <b>complete, coherent</b> and <b>credible</b> PMP. Additionally, the proposal demonstrates the project leader possesses all the necessary authorities to efficiently deliver the work.

Requirement ID	Requirement Title	Level 0 (0%)	Level C (40%)	Level B (80%)	Level A (100%)
<b>Programmatic Requirements (continued)</b>					
7	<p><b>Risk Management (RM)</b></p> <p>This criterion assesses if the Risk Management Plan (RMP) is <b>complete, coherent</b> and <b>credible</b>. Risk management consists of:</p> <ul style="list-style-type: none"> <li>• Identification (determination, description of challenges and issues)</li> <li>• Analysis (qualitative and quantitative evaluation, prioritization, probability and impact modeling, effect on project objectives)</li> <li>• Risk response (mitigation measures, avoidance strategies, risk reduction plan)</li> <li>• Monitoring and control (new risk identification, monitoring residual risks)</li> <li>• Planning (review cycle, retirement, action tracking)</li> </ul> <p><b>Coherent:</b> orderly, logical and consistent</p> <p><b>Credible:</b> substantiated by factual demonstration and valid assumptions</p>	The proposal does not contain a RMP.	The proposal contains an <b>incomplete</b> RMP.	The proposal contains a <b>complete, coherent</b> and <b>credible</b> RMP.	The proposal contains a <b>complete, coherent</b> and <b>credible</b> RMP. Additionally, the proposal demonstrates the project management. In another words, as a risk profile deteriorates, the oversight will increase until the profile is considered back under control by the CSA.



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File No. - N° du dossier  
9F044-14-0934

Buyer ID - Id de l'acheteur  
205mtd  
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**\*\*\*END OF RFP\*\*\***