



REQUEST FOR PROPOSAL (RFP)

Study on Multi-Aperture SAR

**Bid Submission Deadline:
August 10, 2015 at 2:00 PM (EDT)**

Submit Bids to:

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

Attention: Isabelle Doray

Reference: CSA File No. **9F045-15-0292**

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



July 23, 2015



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Communications Notification
4. Debriefings
5. Maximum Funding
6. Office of the Procurement Ombudsman (OPO)

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Technical Evaluation
 - 2.1 Mandatory Criteria
 - 2.2 Point Rated Criteria
3. Financial Evaluation
 - 3.1 Financial mandatory criteria
4. Basis of Selection

PART 5 - CERTIFICATIONS REQUIRED WITH THE BID

1. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Performance Evaluation
4. Term of Contract
5. Contracting Authority
6. Project Authority
7. Basis of Payment
8. Terms of payment – Milestone payments
9. Travel and Living Expenses
10. Applicable Laws
11. Priority of Documents
12. Office of the procurement Ombudsman

List of Annexes:

- Annex "A" - Statement of Work (SOW)
- Annex "B" - Pointe rated technical criteria
- Annex "C" - Pricing
- Annex "D" - Performance Evaluation



PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

With this Request for Proposals (RFP), Canadian Space Agency's (CSA) plans to award one contract for conducting a Multi-Aperture SAR Concept Study, with the objectives to evaluate the trade-off between several multi-aperture SAR configurations, the performance and benefits of these configurations, as well as the challenge and level-of-effort required to implement these systems.

Period of the Contract

The proposed contract is for a twelve (12) months period.

3. Communications Notification

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

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

5. Maximum Funding

The total maximum funding available for the contract resulting from the bid solicitation is **\$400,000.00**, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate. This disclosure does not commit Canada to pay the maximum funding available. Bids valued in excess of this amount will be considered non-responsive.

6. Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail atboa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at <http://opo-boa.gc.ca/>



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

1.1. SACC Manual Clauses

The document 2003 (2015-07-03) - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: hundred twenty (120) days

2. Submission of Bids

Bids must be submitted only to the CSA's Tenders Reception Office by the date, time and place indicated on the front page of this bid solicitation.

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

3. Enquiries - Bid Solicitation

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

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



4. Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that offerors provide their offer in:

1 hardcopy in 3 sections and 1 electronic support including the 3 separate files

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

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

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

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

Section I: Technical and Management Bid

In their technical and management bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical and management bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

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

Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Technical Evaluation

2.1 Mandatory Criteria

At Bid closing time, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any Bid which fails to meet all the following Mandatory Requirements will be declared non-responsive. Each requirement is requested to be addressed separately.

MC 1 Bidders must submit the certifications required under **Part 5**.

2.2 Point rated Criteria

Point rated evaluation criteria are included in **ANNEX B**.

3. Financial Evaluation

3.1. Mandatory Financial Criteria

MC 2 The maximum funding available resulting from the bid solicitation is a firm all-inclusive lot price of **\$400,000.00**, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate. Bids valued in excess of the amount indicated will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available. The Bidder must submit a signed Bid as specified in the clause entitled "Signature of Bid" in part II of this Bid solicitation.

4. Basis of Selection - Highest Rated Within Budget

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet mandatory evaluation criteria; and
- (c) obtain the required minimum points for each criterion and each group of criteria with a pass mark; and
- (d) obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating

Bids not meeting (a) or (b) or (c) or (d) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



The overall score will be obtained by adding the scores for each of the following group of criteria: "Technical", and "Management".

In the event that more than one responsive bid has the same total points on the technical and management evaluation, the responsive bid with the highest number of points for criteria # 1.2 Experience and Capabilities in Mission Design will be recommended for award of a contract.

In the event that more than one responsive bid has the same total points on the technical and management evaluation, as well as for criteria # 1.2, the responsive bid with the highest score in the Technical Criteria (sum of Criteria 1 to 4) will be recommended for award of a contract.

Responsive bids will be ranked in a descending order of overall scores, the bid with the highest overall score being ranked first. A contract will be awarded to the first bid subject to the Bidder's compliance with the Certifications Precedent to Contract Award contained Part 5



PART 5 - CERTIFICATIONS

1. Certifications Required with the Offer

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

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

1.1 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information

<https://srisupplier.contractsCanada.gc.ca/>.

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): _____

1.2 Federal Contractors Program for Employment Equity

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

1.3 Former Public Servant

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

1.3.1 Definitions

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



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

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

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

1.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

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

1.3.3 Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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



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

1.3.4 Proactive Disclosure of Contracts with Former Public Servants

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

1.4 Status and Availability of Resources

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

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

1.5 Education and Experience

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

1.6 Certification

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



CERTIFICATION SIGNATURE

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

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

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

Signature

Date

Name (print or type)

Title of person authorized to sign on behalf of the Organization

Name of Organization



PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General conditions

2035 (2015-07-03), Higher Complexity – Services

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/15>

2.2 Supplemental General Conditions

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4007/3>

3. Performance Evaluation

- a) Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.
- b) Contractor Performance Evaluation Report Form is used to record the performance.
See ANNEX D.

4. Term of Contract

The period of the contract will be for approximately **12 months** commencing on the day of contract award.



5. Contracting Authority

The Contracting Authority for the Contract is:

Isabelle Doray
Procurement and Contract Administration
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9

Telephone: (450) 926-4873
Facsimile: (450) 926-4969
E-Mail: isabelle.doray@asc-csa.gc.ca

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

6. Project Authority

To be inserted at contract award.

Name: TBD
Title: **Manager, Radar and Antenna**
Canadian Space Agency
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9

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

7. Basis of Payment - Firm Milestones Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm Milestones prices, as specified in the contract for a cost of \$ _____ (**insert the amount at contract award**). Customs duties are, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

8. Terms of payment – Milestone payments

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



- (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;

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.html>

- (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.

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) a list of all expenses;
- (d) expenditures plus pro-rated profit or fee;
- (e) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (c) a copy of the monthly progress report.
- Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

The Contractor must not submit claims until all work identified in the claim is completed.

Invoices must be distributed as follows:

- (a) One (1) copy must be forwarded to the following address for certification and payment

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

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

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

9. Travel and Living Expenses

In accordance with:

- a) The Treasury Board Travel Directive, Appendices B, C and D
<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng&merge=2>, and



- b) The “Special Travel Authorities” Directive, Section 7 for “Persons on contract” http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta-eng.asp :

The contractor will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the Work, with no allowance for profit and/or administrative, upon presentation of supporting documentation except for meals, mileage and incidentals which will be reimbursed without receipts in accordance with the allowances specified in Appendices B, C and D.

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

All travel must have the prior authorization of the Project authority

10. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory.*)

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

11. Office of the procurement Ombudsman

a) Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

b) Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

12. Priority of Documents

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



-
- a) the Articles of Agreement;
 - b) General Conditions:
 - **2035 (2015-07-03)**, Higher Complexity Services
 - c) Supplemental General Conditions
 - **4007 (2010-08-16)**, Canada to Own Intellectual Property Rights in Foreground Information
 - d) Annex A, Statement of Work;
 - e) Annex C, Pricing
 - f) Annex D, Performance Evaluation
 - g) the Contractor's bid dated _____.



ANNEX A

STATEMENT OF WORK (SOW)

**For a Study on
Multi-Aperture SAR**

(See separated document)



ANNEX B

POINT RATED CRITERIA



POINT RATED CRITERIA

Each Technical Bid that meets the Mandatory Requirement specified above, will be evaluated and scored in accordance with Table 1: List of Evaluation Criteria and Associated Scores.

The criteria are grouped under the following divisions:

- 1) Technical
- 2) Management

Table 1: List of Evaluation Criteria and Associated Scores

1. Technical Criteria	Maximum Score	Minimum Pass Score
1.1 Experience in Concept Studies	20	10
1.2 Experience and Capabilities in Mission Design	15	8
1.3 Experience in SAR Payload Design and Simulation	15	8
1.4 Experience and Capabilities in performing Trade-offs and Benefits Analysis	15	8
<i>Minimum Score for Technical Criteria</i>	38	
<i>Maximum Score for Technical Criteria</i>	65	
2. Management Criteria	Maximum Score	Minimum Pass Score
2.1 Team and Past Experience	20	10
2.2 Project Management Approach	15	8
<i>Minimum Score for Management Criteria</i>	23	
<i>Maximum Score for Management Criteria</i>	35	

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

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

As an example, the maximum point rating for the "Experience in Concept Studies" criterion is 20 points. If a Bid receives a "C" for this criterion in the evaluation process, the score attributed will be: 75% of 20 points = 15 points (score)

Each of these criteria has a minimum passing score.



EVALUATION CRITERIA AND BENCHMARK STATEMENTS

1. TECHNICAL CRITERIA

1.1. Experience in Concept Studies

This criterion assesses the bidder's recent (less than 10 years) experience in carrying out concept studies in the Application Domain in the Canadian context.

- 0) The Bid does not address experience and capacity working with user requirements.
- A) Poor: The Bidder has limited experience with translating, organizing and prioritizing high level user requirements into initial mission/payload/instrument concepts for SAR mission. No details are provided.
- B) Average: The Bidder has experience of translating, organizing and prioritizing high level user requirements. However, the experience does not cover all aspect of the work or the experience of is not relevant for SAR mission.
- C) Good: The Bidder has experience demonstrated in one relevant project with translating, organizing and prioritizing high level user requirements and some experience deriving these requirements into initial SAR mission/payload/instrument concepts.
- D) Excellent: The Bid has experience demonstrated in two relevant projects with translating, organizing and prioritizing high level user requirements and deriving these requirements into SAR initial mission/payload/instrument concepts.

1.2. Experience and Capabilities in Mission Design

This criterion assesses the experience and capabilities of the bidder to undertake mission design analyses that completed Preliminary Design Review (PDR). The experience must be gained in the last 10 years.

- 0) The bid does not address experience in practical mission design analysis to support the development of a mission.
- A) Poor: The Bid provides one example of mission design analysis that completed PDR but lacks details. It does not enumerate the tools the bidder uses for mission design activities.
- B) Average: The Bid provides a comprehensive and detailed example of one mission design analysis that completed PDR or provides examples lacking details. It only enumerates some of the tools the bidder uses for mission design activities.
- C) Good: The Bid provides comprehensive and detailed examples of two mission design analysis that completed PDR. It describes the tools the bidder uses for mission design activities.
- D) Excellent: The Bid provides comprehensive and detailed examples of at least three mission design analysis that completed PDR. It describes in detail the tools the bidder uses for mission design activities and identifies on which mission/instrument they have been used.

1.3. Experience in Payload Design and Simulation

This criterion assesses the bidder experience in the design of SAR Payloads.

- 0) The Bid does not address payload design experience for SAR Payloads.
- A) Poor: The Bidder has only one relevant payload design activities completed in the last 10 years. The bid demonstrates limited understanding of the limitations and challenges of developing a complex



SAR Constellation. The capabilities for simulating and analyzing the high-level performance of instruments are not addressed.

- B) Average: The Bidder has two relevant payload design activities completed in the last 10 years. The bid demonstrates some understanding of the limitations and of developing a complex SAR Constellation. The capabilities for simulating and analyzing the high-level performance of instruments are addressed but not for SAR Payload.
- C) Good: The Bidder has two relevant payload design activities completed in the last 10 years. The bid demonstrates a complete understanding of the limitations and of developing a complex SAR Constellation. The capabilities for simulating and analyzing the high-level performance of SAR Payload are addressed.
- D) Excellent: The Bidder has more than two relevant payload design activities completed in the last 10 years. The bid demonstrates a complete understanding of the limitations and of developing a complex SAR Constellation. The capabilities for simulating and analyzing the high-level performance of instruments SAR Payload including configuration with multiple aperture are addressed.

1.4. Experience and Capabilities in performing Trade-offs and Benefits Analysis

This criterion assesses the bidder experience in assessing mission configurations in terms of benefits to the various stakeholders.

- 0) The Bid does not address the experience and capabilities in performing Trade-offs and Benefits analysis.
- A) Poor: The Bidder has only demonstrated performing Trade-offs and Benefits analysis in a single domain. The bid demonstrate only limited ability by the bidders to evaluate the benefits of new applications and services, and the impacts and benefits of new application on a single stakeholder.
- B) Average: The Bidder has demonstrated performing Trade-offs and Benefits analysis in two domains. The bid demonstrate ability by the bidders to evaluate the benefits of new applications and services and potential impacts and benefits to two stakeholders.
- C) Good: The Bidder has demonstrated performing Trade-offs and Benefits analysis in three domains. The bid demonstrate strong ability by the bidders to evaluate the benefits of new applications and services. The bid provide examples of the successful assessment of impacts and benefits of new application on three stakeholders.
- D) Excellent: The Bidder has demonstrated performing Trade-offs and Benefits analysis in at least three domains. The bid demonstrate strong ability by the bidders to evaluate the benefits of new applications and services. The bid provide examples of the successful assessment of impacts and benefits of new application on a large variety of stakeholders. The bid demonstrate the ability of the bidder to provide quantitative evaluation of the impacts and benefits to the various stakeholders.

2. MANAGEMENT CRITERIA

2.1. Team and Past Experience

This criterion assesses the capability (education, experience, expertise and complementarities) of the personnel assembled to carry out the Bid.

- 0) The proposed team (including Bidder, partners and subcontractors) either has not been identified or has not successfully completed studies of similar scope and complexity.
- A) Poor: The proposed team (including Bidder, partners and subcontractors), as described by the organizational chart, is incomplete or not balanced, and there is no evidence that it will be dedicated



for the whole duration of the study. Roles and responsibilities of key team members are not defined. Resumes are not provided for key team personnel. The teaming arrangement is not described. The team composition demonstrates little or no experience in the Application Domain. The team has little experience of successfully completing studies of similar scope and complexity.

- B) Average: The proposed team (including Bidder, partners and subcontractors), as described by the organizational chart, is complete and generally balanced, but there is evidenced that it may not be dedicated for the whole duration of the study. The roles and responsibilities of some key team members are not clearly defined. Resumes are provided for some key team personnel, but not all. The teaming arrangement is only generally described. The team composition is such that it only demonstrates partial experience in the Application Domain. The team has limited experience, in that it has successfully completing similar studies, albeit of a reduced scope and complexity.
- C) Good: The proposed team (including Bidder, partners and subcontractors), as described by the organizational chart, is complete, balanced and are planned on being dedicated for the whole duration of the study. The roles and responsibilities of all key team members are clearly defined. Resumes are provided for all key team personnel. The teaming arrangement is described in detail. The team composition is such that it has recognizable experience in the Application Domain. The team has experience in successfully completing studies of similar scope and complexity.
- D) Excellent: The proposed team (including Bidder, partners and subcontractors), as described by the organizational chart, is complete, balanced and will clearly be dedicated for the whole duration of the study. The roles and responsibilities of all key team members are clearly defined. Resumes are provided for all team personnel. The teaming arrangement is described in detail. The team composition is such that it has recognizable experience in the Application Domain. The team has experience and a proven, demonstrated track record in successfully completing studies of at least similar scope and complexity.

2.2. Project Management Approach

This criterion assesses the suggested Project Management Approach.

- 0) No concrete management approach is provided.
- A) Poor: The project management plan as described in the Bid does not follow a methodical approach. The methods of tracking and controlling the progress are limited and are not correlated to the work. All phases are identified but there are no supporting details for the implementation of the work. Few actions or decision points are identified. The schedule is incomplete and does not contain details demonstrating that the complexity of the mission is understood.
- B) Average: The project management plan as described in the Bid follows a methodical approach, but lacks completeness. Overall, the methods of tracking and controlling the progress are provided, but are not fully correlated to the work. All phases are identified but there are areas lacking details for the implementation of the work. Some actions and decision points are identified. The schedule is there but lacks details; the schedule includes the deliverables and is compliant with the deliverables schedule stipulated in the Statement of Work.
- C) Good: The project management plan as described in the Bid follows a methodical approach and is complete. The methods of tracking and controlling the progress are logical and clearly outlined, and are correlated to the work. All phases are identified including most details for the implementation of the work. Some actions and decision points are identified. The schedule is complete and detailed. The schedule includes the deliverables and is compliant with the deliverables schedule stipulated in the Statement of Work. Risks are discussed.



D) Excellent: The management plan as described in the Bid follows a methodical approach and is complete. The methods of tracking and controlling the progress are logical and clearly outlined, and are correlated to the work. A complete description of the implementation of the work is given. All actions and decision points are clearly identified. The schedule is complete and very detailed. The schedule includes the deliverables and individual work packages and is compliant with the deliverables schedule stipulated in the Statement of Work. Risks are identified with credible mitigation.



ANNEX C

PRICING (Schedule of Milestones)



PRICING TABLE & MILESTONES

Basis of Payment - Firm Milestones Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm Milestones prices, as specified in the contract for a cost of \$ _____ (**insert the amount at contract award**). Customs duties are, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#	MILESTONES Reports and Documents - Due Date	FIRM PRICE/MILESTONE
1	Trade-off and Benefits Analysis Trade-Off Review Meeting – 2 weeks	
2	Preliminary System Requirements Final Review – 2 weeks	
3	Performance Model Document Interim Review – 2 weeks	
4a	Mission Concept Options Analysis I.R.: Interim Review – 1 weeks	
4b	Mission Concept Options Analysis Final: Final Review – 2 weeks	
5	Technology Development Plan Final Review – 2 weeks	
6	BIP and FIP Disclosure Report Final Review – 2 weeks	
	TOTAL	



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

 Project Authority

 Contract Agent:

Signatures Bloc - Evaluation Poor or Unsatisfactory

 Technical Expert

 Supply Manager: