



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

Public Safety and Emergency Preparedness
Canada

Contracting and Procurement Section

340 Laurier Avenue West,

1st Floor Mailroom – **MARKED URGENT**

Ottawa, Ontario

K1A 0P8

Attention: **Denise Desserud**

Request For Proposal

Demande de proposition

**Offer to: Public Safety and Emergency
Preparedness Canada**

We hereby offer to provide to Canada, as represented by the Minister of Public Safety and Emergency Preparedness Canada, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère de la Sécurité publique et Protection civile Canada

Nous offrons par la présente de fournir au Canada, représenté par le ministre de la Sécurité publique et Protection civile Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Comments – Commentaires:

**BIDDERS MUST WAIT TO HAVE THEIR
PROPOSALS TIME STAMPED IF THEY
ARE HAND DELIVERING TO THE
MAILROOM**

**Entrance is on Gloucester at shipping door,
behind the building**

Instructions: See Herein

Instructions: Voir aux présentes

Vender/Firm Name and Address

Raison sociale et adresse du

Fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution

Public Safety and Emergency Preparedness
Canada

Contracting and Procurement Section

269 Laurier Avenue West

13th Floor, Office 13B-37

Ottawa, Ontario

K1A 0P8

Title – Sujet

**Support for the National Search and Rescue Secretariat relating to the
Cospas-Sarsat Programme.**

Solicitation No. – N° de l'invitation
201705346

Date

2017-01-20

Solicitation Closes – L'invitation prend fin

At – à 02:00 PM

On – le 2017-03-01

Time Zone

Fuseau horaire

EDT

Delivery Required – Livraison exigée

See Herein

Address Enquiries to: - Adresser toutes questions à:

Denise Desserud

Telephone No. – N° de telephone

(613) 990-2614

FAX No. – N° de FAX

(613) 954-1871

Destination – of Goods, Services and Construction:

Destination – des biens, services et construction:

Public Safety Canada

269 Laurier Avenue West,

Ottawa, Ontario

K1A 0P8

Security – Sécurité

No security provisions

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. – N° de telephone

Facsimile No. – N° de télécopieur

**Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)**

**Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)**

Signature

Date

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



**PROPOSAL TO THE DEPARTMENT OF PUBLIC SAFETY CANADA
VENDOR INFORMATION AND AUTHORIZATION**

Vendor Name and Address

Legal Status (incorporated, registered, etc)

GST or HST Registration Number and/or Business Identification Number (Revenue Canada)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name: _____ Title: _____

Signature: _____ Date: _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title: _____

Telephone: _____ Fax: _____

Email: _____

Each proposal must include a copy of this page properly completed and signed.



PART 1 – GENERAL INFORMATION

1. INTRODUCTION

The Request for Proposals (RFP) template is divided into six parts:

- (i) Part 1, General Information; provides a general description of the requirement
- (ii) Part 2, Bidder Instructions and Conditions; provides the instructions applicable to the clauses and conditions of the RFP and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the RFP
- (iii) Part 3, Proposal Preparation Instructions and Evaluation Procedures; provides bidders with instructions on how to prepare their offer to address the evaluation criteria specified;
- (iv) Part 4, Evaluation Criteria and Basis of Selection; indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the proposal, the security requirement, if applicable, and the basis of selection;
- (v) Part 5, Certifications, includes the certifications to be provided; and,
- (vi) Part 6, Resulting Contract Clauses; includes the clauses and conditions which will apply to the contract.

The requirement is subject to the provisions of the Agreement on Internal Trade, Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, North America Free Trade Agreement, and World Trade Organization Agreement on Government Procurement.

2. DEFINITIONS

A “**Request for Proposals**” (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term “**Bidder**” refers to the potential Supplier submitting a proposal or bid. The Bidder submitting a proposal may, however consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidder’s compliance with the Mandatory Requirements.

Wherever the words “**proposal**” or “**bid**” appear in this document, each shall be taken to mean the same as the other.

The Mandatory Requirements of this RFP are identified specifically with the words “**MANDATORY**”, “**MUST**”, “**ESSENTIAL**”, “**SHALL**”, “**WILL**”, “**IT IS REQUIRED**”, and “**REQUIRED**”. If a Mandatory Requirement is not complied with, the proposal will be considered **non-responsive** and will not receive any further consideration. In the context of this RFP, Non-Responsive and Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

3. **Requirement Summary**

Public Safety Canada (PS) has a requirement for support for the National Search and Rescue Secretariat relating to Cospas-Sarsat Programme as identified in Annex A of PART 6, Statement of Work.

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 1 – GENERAL INFORMATION

4. **Terms and Conditions of the resulting Contract**

The general terms and conditions and clauses contained in Part 6 form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

5. **Period of Work**

The period of the Contract is for a one (1) year period from date of contract award.

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract for up to two (2) one (1) year periods. The option 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 the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6. **Contracting Authority**

Denise Desserud
Senior Contracting and Procurement Officer
Public Safety Canada
269 Laurier Avenue West, 13th Floor
Ottawa, Ontario K1A 0P9
Tel: 613-990-2614
Fax: 613-954-1871
Email: ps.contractunit-unitedecontrats.sp@canada.ca

The Contracting Authority is responsible for all matters of a contractual nature.

7. **Inspection/Acceptance**

All work to be performed and all deliverables to be submitted for the proposed Contract shall be subject to inspection by and acceptance of the Project Authority designated therein.

8. **Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestion, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

9. **Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

10. **Security**

There is no security requirement identified.

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries - solicitation stage

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 1, as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five (5) business days prior to the bid closing date specified on the cover page of this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A **request for a time extension** to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by Buy and Sell at least three (3) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

- (a) Reject any or all bids received in response to the bid solicitation;
- (b) Enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) Cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid Solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) Negotiate with the sole responsive Bidder to ensure best value to Canada.

3. Proposal Validity Period

Proposals submitted in response to this Request for Proposal will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

4. Terms and Conditions of Request for Proposal and Resulting Contract

The proposal must be signed by the Bidder or by an authorized representative of the Bidder. The signature indicates that the Bidder agrees to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract. **Provision of Signed Page 1 of this RFP may serve as an acceptance to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP.**

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

4.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

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.

The standard instructions and conditions 2003 (2016-04-04) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

The Bidder's signature indicates that, should the Bidder be authorized to provide the services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

The Project Authority reserves the right to interview any personnel resources proposed to be assigned to the contract and at no cost to the Department to confirm the knowledge and experience claimed.

6. Internal Approvals

Bidders should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount. Notwithstanding that a Bidder may have been recommended for Contract award, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

7. Procurement Ombudsman

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 at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

Canada requests that Bidders provide their offer in separately bound sections as follows:

- Section I: Technical Offer (4 hard copies and 1 soft copies on CD OR USB)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (Part 5 – Certifications) (1 hard copy)

NOTE: Failure to include a financial and/or technical proposal at time of submission will result in the bid being deemed non-compliant and will not be evaluated

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

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

Bids submitted by e-mail or fax will NOT be accepted.

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

1.1 Section 1: Preparation of Technical Proposal:

In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work in **Annex A of Part 6**, and how the requirements of **Part 4** will be met.

Four (4) printed copies and One (1) electronic version of the Technical Proposal are required.
THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.

1.2 Section 2: Preparation of Financial Proposal:

1.2.1 **Only a single copy of the financial proposal is required.**

Bidders are requested to submit their financial proposal (single copy) in an envelope **separate from** their technical proposal.

1.2.2 The Financial Proposal must include the pricing table provided in **Part 4** to this solicitation.

1.3 Section 3: Certifications (Part 5): one (1) copy

Only a single copy of the completed and signed certifications is required.

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 2:00 PM EDT, March 1, 2017**. Please ensure that all envelopes/boxes, etc are marked **URGENT**.

Denise Desserud
Contracting and Procurement Unit
Public Safety Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9
Tel: 613-990-2614
Fax: 613-954-1871
Email: denise.desserud@canada.ca

All by hand deliveries must be made to the mailroom located on the ground floor at 340 Laurier Avenue West, Ottawa. If hand delivering, bidder must ensure that the proposal is time and date stamped to confirm adherence to the deadline. Entrance is on Gloucester at shipping door, behind the building

3. Evaluation Procedures:

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Part 4.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. Failure to submit a financial and/or technical proposal with the bidder's submission shall result in the bid being deemed non-compliant and will not be evaluated.
- (b) An evaluation team *may be* composed of representatives of Canada.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

Contractor Selection Method is outlined in Part 4 Article 4.



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

1. Evaluation Procedures

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

The evaluation team reserves the right, but is not obliged, to perform any of the following:

Seek clarification or verify any or all information provided by the Bidder with respect to this RFP.

2 Experience:

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. **The Bidder must provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.**

Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once PER RESOURCE. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

PROPOSALS NOT MEETING THE MANDATORY REQUIREMENTS BELOW WILL BE GIVEN NO FURTHER CONSIDERATION

3 MANDATORY REQUIREMENTS

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

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion will be addressed separately.

Bidders are advised that they may only propose the required number of resources identified in the Mandatory Criterion for each category. If a Bidder proposes more than the required number of



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

resources, resources will be evaluated alphabetically by last name of the resource with consideration only given to the required number of resources unless another order of preference is provided by the Bidder. Additional resources proposed by the bidder will neither be considered nor evaluated.

The Bidder must *provide sufficient detail to clearly demonstrate how* they meet each mandatory requirement below. Bidders are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered “demonstrated” for the purpose of this evaluation.



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

Item	Mandatory Technical Criterion	Bidder's Response	
		MEETS	DOESN'T MEET
M1	The Bidder must submit a signed proposal indicating that they accept the terms and conditions specified in this Request for Proposal.	<input type="checkbox"/>	<input type="checkbox"/>
M2	<p>The Bidder must propose not more than one (1) resource including their up to date resume.</p> <p>For its proposed resource, the Bidder must submit a detailed résumé which describes relevant project descriptions of the resource's work experience.</p> <p>The Bidder should provide the following information:</p> <ul style="list-style-type: none">• Full name of the individual proposed;• Education/Academic qualifications;• Certifications;• A profile describing the areas of expertise or strength of the individual proposed;• Timeframe of the work experience (e.g. Jan 2006 to Jun 2007) and duration (e.g. 6 months) <p>If a Bidder proposes more than the required number of resources, resources will be evaluated alphabetically by last name of the resource with consideration only given to the required number of resources unless another order of preference is provided by the Bidder. Additional resources proposed by the bidder will neither be considered nor evaluated.</p>	<input type="checkbox"/>	<input type="checkbox"/>
M3	<p>The Bidder's proposed resource must have one of the following:</p> <ul style="list-style-type: none">• Graduate Level University Degree in any of the following disciplines: Engineering (Electrical, Systems, Computer or Engineering Physics), Physics or Mathematics; or• Bachelor Level University Degree in any of the following disciplines: Engineering (Electrical, Systems, Computer or Engineering Physics), Physics or Mathematics plus at least 5 years' experience over the last 10 years in the Cospas-Sarsat field. <p>To demonstrate the experience listed with the Bachelor Level University Degree, Bidders must complete Form A, <i>Summary Listing of the Experience of the Proposed resource</i> found in appendix 1 of the Part 4.</p>	<input type="checkbox"/>	<input type="checkbox"/>
M4	The Bidder's proposed resource must have made written contributions in the form of working papers, reports,	<input type="checkbox"/>	<input type="checkbox"/>

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

Item	Mandatory Technical Criterion	Bidder's Response	
	presentations, position papers and/or responses for presentation at the international COSPAS-SARSAT (C/S) forum on <u>EACH</u> of the following subjects: <ul style="list-style-type: none">- MEOSAR standards development, demonstration and evaluation planning and/or execution;- Distress Alert Satellite System (DASS) Proof of Concept assessment; and,- C/S Beacon Specifications development of both first and second generation beacons. “ To demonstrate this experience, Bidders must complete Form B, <i>Template for Projects</i> found in appendix 1 of the Part 4.	<input type="checkbox"/>	<input type="checkbox"/>
M5	The proposed resource must have participated in <u>EACH</u> of the following activities: <ul style="list-style-type: none">- C/S System testing planning, execution and/or results analysis ;- C/S Task Groups and/or Experts Working Groups;- C/S Product Development efforts by way of employment in the design and development of C/S ground and/or space segment equipment” To demonstrate this experience, Bidders must complete Form B, <i>Template for Projects</i> found in appendix 1 of the Part 4.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M6	The Bidder must confirm that the proposed resource has a valid passport and must provide a copy of the passport.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>

As per SACC manual clause 2003, the following definition applies for the purpose of the evaluation of mandatory criteria:

Definition of Bidder*

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

PROPOSALS NOT MEETING THE ABOVE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

4. BASIS OF SELECTION

- a. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

In the event of a tie the Bidder with the proposed resource who has the most years and months of experience relating to the evaluation criteria M5 will be recommended for contract award.

- b. Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- c. Notification of Evaluation Results: Bidders who respond to this RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:
 - i. Solicitation Number;
 - ii. Company name of winning bidder ;
 - iii. Total value of contract awarded.

5. FINANCIAL PROPOSAL

The Bidder should complete this pricing schedule and include it in its financial bid. The Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all inclusive fixed per-diem rate for the resource identified.

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

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the [National Capital Act](#), R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

*The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. **The volumetric data will be used for evaluation purposes only.**

The Bidder must complete the following tables and supply the per diem rate in Canadian dollars that will be applicable to the proposed resource for each year of the contract.



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

5.1 Pricing Schedule

5.1.1 Initial Contract Period (one year from contract award)

TABLE 1			
Proposed Resource Name	Level of Effort*	Firm per diem rate	Total
	75 days		
Total Limitation of expenditure			

5.1.2 First Optional Period

TABLE 2			
Proposed Resource Name	Level of Effort*	Firm per diem rate	Total
	75 days		
Total Limitation of expenditure			

5.1.3 Second Optional Period

TABLE 3			
Proposed Resource Name	Level of Effort*	Firm per diem rate	Total
	75 days		
Total Limitation of expenditure			

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

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

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

5.2 Travel and Living expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B,C and D of the

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

TABLE 4	
Travel and Living* expenses	TOTAL
Travel and Living expenses: at actual cost without mark- up	\$45,000.00

* The amount estimated for travel and living expenses is for financial evaluation purposes only and is estimated for the entire period of the contract (including optional periods).

5.3 Total

Total (sum of all tables 1 to 4)	\$ _____
----------------------------------	----------

The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded. FOB destination, Customs duties and Excise taxes included.



APPENDIX 1 OF PART 4 – Submission forms for Bidders

Substantiation of compliance to individual criterion should employ the formatting contained in the following forms, as requested by individual criterion. Note that Bidders may use more space than is illustrated in the form template, respecting any page limits identified in the individual criterion.

Form A: “Summary Listing of the Experience of the Proposed resource”

#	Start mmm-yy	End mmm-yy	Client Organization	Project / Program	Resource Role and Responsibilities	Services Provided/ Activities Performed

Form B: “Template for Projects”

One table must be used PER project.

Project Title	Project Start	Project End	Duration (mmm-yy to mmm-yy)
Client Organization			
Project Objective	Resource Name, Roles and responsibilities		
	Resource Involvement		
	Start (mmm-yy)	End (mmm-yy)	
Description of the resources work in the project and description of how it relates to the criteria			

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 5 - CERTIFICATIONS

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

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 the 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. Certifications Required with Bid

The certification included in Articles 1.1 and 1.2 to Part 5, Certifications, must be duly completed and submitted by the Bidder as part of its bid. Should this not be part of the Bidder's proposal, the Contracting Authority reserves the right to request the certification prior to evaluations. Failure to provide the certification within the prescribed timeframe may result in disqualification.

1.1. CERTIFICATION 1A – ACCEPTANCES OF TERMS AND CONDITIONS

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 201705346** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

1.2 CERTIFICATION 1B Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Certifications Precedent to Contract Award

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

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PART 5 - CERTIFICATIONS

2.1 CERTIFICATION 2

CERTIFICATION OF EDUCATION / EXPERIENCE:

“The bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that the individuals proposed by the bidder for the requirement are capable of satisfactorily performing the work described herein.”

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder must submit one copy of the following certification for each non-employee proposed.

(signature)

(Name and Title)

(Date)

2.2.2 This section is to be completed only if bidder is proposing any person in fulfillment of this requirement who is not an employee of the bidder.

One copy of this certification must be submitted for each non-employee proposed.

AVAILABILITY AND STATUS OF PERSONNEL

“I, _____ (name of proposed candidate), certify that I consent to my résumé being submitted on behalf of _____ (name of firm) in response to the Request for Proposal _____ (RFP number).”

Signature of Proposed Personnel

Date

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 5 - CERTIFICATIONS

2.3 CERTIFICATION 4- Federal Contractors Program for Employment Equity - Bid Certification

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

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

2.4 CERTIFICATION 5- CONFLICT OF INTEREST

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that it has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Signature

Date

2.5 CERTIFICATION 6 – FORMER PUBLIC SERVANT

Former Public Servant Certification

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

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 5 - CERTIFICATIONS

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

The above-named individual will serve as intermediary with Public Service Canada

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 5 - CERTIFICATIONS

2.6 Basis for Canada's Ownership of Intellectual Property

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: when the Contractor declares in writing that he/she is not interested in owning the Foreground.
The Bidder concurs with the foregoing.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.7 CONFLICT OF INTEREST

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Bidder hereby certifies that the Contractor and any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

Neither the Contractor nor the resource provided shall have any commercial interest in the COSPAS-SARSAT Programme. This includes, but is not limited to, any affiliation with any vendor providing any commercial input, hardware or software to the maintenance and/ or development of the Space, Ground or Beacon segments.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date



PART 6 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the bidder’s technical proposal in response to RFP **201705346**

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 (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

2.1 General Conditions

2035 – (2016-04-04), General Conditions - Higher Complexity – Services

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister

2.2 SACC Clauses

4007 - (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information
A9117C (2007-11-30), T1204 – Direct Request by Customer Department
A9014C (2006-06-16) – Instructions to Bidders/Contractors – Specific Persons

3. Security Requirement

This document is UNCLASSIFIED, however;

- 3.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and
- 3.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

4. Term of Contract

4.1 Period of Contract

The period of the Contract is for a one (1) year period from date of contract award.

4.2 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract for two (2) one (1) year periods. The

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.



PART 6 – RESULTING CONTRACT CLAUSES

option 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 the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Denise Desserud
Senior Contracting Officer
Program Services
Public Safety Canada
340 Laurier, Ave. West
Ottawa, Ontario, K1A 0P8

Tel: 613-990-2614
Fax: 613-954-1871
Email: denise.desserud@canada.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

To be identified at Contract award.

Name of Project Authority
Title
Department
Branch / Directorate
Address
Telephone:
Facsimile:
E-mail address:

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.

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PART 6 – RESULTING CONTRACT CLAUSES

5.3 Contractor's Representative

To be determined.

Name of Contractor's Representative

Title

Telephone:

Facsimile:

E-mail address:

6. Payment

6.1 Basis of Payment – Firm Fixed Price

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. our (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.2 Authorized Travel and Living Expenses

For the requirements to travel described in section 7 of the Statement of Work in Annex "A" the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed "outside the National Capital Region (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>),"

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

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.



PART 6 – RESULTING CONTRACT CLAUSES

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.

Additional Invoicing Instructions.

An invoice for a payment cannot be submitted until all Work identified on the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

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

Attn: Project Authority (to be identified at contract award)
Public Safety Canada
PS.InvoiceProcessing-TraitementDesFactures.SP@ps-sp.gc.ca

- (b) One copy must be forwarded to the contract authority identified in article 5 of the contract entitled “Authorities”

8. Certifications

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

9. Applicable Laws

The 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 as specified by the Bidder in its bid, if applicable.)*

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 General Conditions 2035 – (2016-04-04), General Conditions - Higher Complexity – Services
- (c) Supplemental General Conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information

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PART 6 – RESULTING CONTRACT CLAUSES

- (d) SACC A9117C, T1204 - Direct Request by Customer Department (2007-11-30)
- (e) SACC A9014C, Instructions to Bidders/Contractors – Specific Persons (2006-06-16)
- (f) Annex “A”, Statement of Work;
- (g) Annex “B”, Basis of Payment
- (h) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*) in response to RFP **201705346**

11. Work Permit and Licenses

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor will provide a copy of any such permit, license, or certificate to Canada.

12 Joint venture

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

13 Specific Person

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____

14. Conflict of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.



PART 6 – RESULTING CONTRACT CLAUSES

Neither the Contractor nor the resource provided shall have any commercial interest in the COSPAS-SARSAT Programme. This includes, but is not limited to, any affiliation with any vendor providing any commercial input, hardware or software to the maintenance and/ or development of the Space, Ground or Beacon segments.

15. Conflict of Interest- Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not bid for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and
- b) it must not bid for any contract where the Contractor, in its work performed under this Contract, is required to assist Canada in evaluating the bids or in overseeing performance of a resulting contract, and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and
- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for any resulting contract;

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

16. Non-Permanent Resident

Non-Permanent Resident

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of this Contract. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

17. International Sanctions

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

It is a condition of this Contract that the Consultant not supply to the Government of Canada any goods or services which are subject to economic sanctions.

By law, the Consultant must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Consultant,

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PART 6 – RESULTING CONTRACT CLAUSES

the situation will be treated by the Parties as a force majeure. The Consultant shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

18. Canada Facilities, Equipment, Documentation & Personnel

Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:

- a. Client department's premises;
- b. Client department's computer systems;
- c. Documentation; and
- d. Personnel for consultation.

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.

19. Insurance

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



ANNEX A – STATEMENT OF WORK

1. TITLE

Support for Cospas-Sarsat Tasks Associated with Cospas-Sarsat Beacon Standards, Second Generation Beacons, Cospas-Sarsat MEOSAR Demonstration and Evaluation Phase and Cospas-Sarsat LEOSAR Contingency Planning

2. OBJECTIVE

Public Safety Canada (PS) currently has a requirement to obtain expert assistance for the National Search and Rescue Secretariat (NSS) in its relations with the Cospas-Sarsat (C/S) Programme. This assistance will require work related to current C/S specifications and standards, including (but not limited to) the development and implementation of the Medium Earth Orbit Search and Rescue Satellite (MEOSAR) system and of the Second Generation Beacons (SGBs). This support will involve the preparation and presentation of papers, review of others' papers, test support and test result analysis including attendance at C/S meetings in support of the Canadian delegation in this work.

3. BACKGROUND

The NSS represents Canada at C/S – an international search and rescue (SAR) satellite program dedicated to assisting SAR activities by providing accurate, timely, and reliable alert and location data to the international community on a non-discriminatory basis. As one of the four founding members of C/S and as one of only six space segment providers and as the owner and operator of the world's second largest C/S ground segment, Canada's role in maintaining C/S as a high quality, operationally effective system is substantial. The system's high operational effectiveness is attributed to strict adherence to standards and specifications that are continually studied, refined and agreed upon by all countries participating in the C/S Programme.

The C/S Programme is currently involved in two major initiatives, the implementation of the MEOSAR system and the development of Second Generation Beacons, while trying to maintain its current specifications and standards. As such, Canada has an international responsibility to support these initiatives and has many related national and bi-lateral (Canada-USA) issues related to Canada's MEOSAR space and ground segment procurement projects and changes to Canadian beacon specification regulations.

It is important that Canada, given its significant position within the C/S Programme, participate with a strong level of expertise in all C/S matters. Advancing these two initiatives and maintaining current systems, standards and specifications involves work in correspondence groups, tests and studies with the work culminating in various meetings of the C/S Council and subordinate committees and groups. Due to minimum staffing levels within the Government of Canada, in the operational, maintenance and regulatory areas, it is very difficult for Canada to secure a delegation with the requisite expertise and experience. Therefore, external expertise is needed to support these initiatives, including for pre- and post-meeting analysis and review and for attendance at the meetings themselves. PS currently has a contract with Cossar Consulting Inc for the Cospas-Sarsat Support Services.

4. TERMINOLOGY

This section provides a glossary of acronyms and definitions of frequently used words contained in the SOW.

- Cospas: (Cosmicheskaya Sistyema Poiska Avariynich Sudov)
Space System for the Search of Vessels in Distress
- D&E: Demonstration and Evaluation

Support for the National Search and Rescue Secretariat relating to the Cospas-Sarsat Programme.

ANNEX A – STATEMENT OF WORK

- GEOSAR: Geostationary Earth Orbit Search and Rescue
- LEOSAR: Low Earth Orbit Search and Rescue
- MEOSAR: Medium Earth Orbit Search and Rescue
- Sarsat: Search and Rescue Satellite-Aided Tracking
- SGB: Second Generation Beacon

A more comprehensive glossary of Cospas-Sarsat acronyms and terminology is contained in the document C/S G.004, which is currently under review and in the process of being updated.

5. REFERENCE DOCUMENTS

All applicable reference documents are available under the Documentation tab at the Cospas-Sarsat web site: www.Cospas-Sarsat.org. At a minimum, the contractor should be familiar with the following Cospas-Sarsat documents:

- C/S P.001 International Cospas-Sarsat Programme Agreement
- C/S P.011 Cospas-Sarsat Programme Management Policy
- C/S P.015 Cospas-Sarsat Quality Manual
- C/S P.016 Cospas-Sarsat Strategic Plan
- C/S A.001 Data Distribution Plan
- C/S A.002 Mission Control Centres Standard Interface Description
- C/S A.003 System Monitoring and Reporting
- C/S A.005 Mission Control Centre Performance Specification and Design Guidelines
- C/S A.006 Mission Control Centre Commissioning Standard
- C/S G.003 Introduction to the Cospas-Sarsat System
- C/S G.004 Cospas-Sarsat Glossary
- C/S G.005 Cospas-Sarsat Guidelines on 406 MHz Beacon Coding, Registration and Type Approval
- C/S G.007 Handbook on Distress Alert Messages for Rescue Coordination Centres (RCCs), Search and Rescue Points of Contact (SPOCs) and IMO Ship Security Competent Authorities
- C/S G.008 Operational Requirements for Cospas-Sarsat Second Generation 406 MHz Beacons
- C/S T.001 Specification for Cospas-Sarsat 406 MHz Distress Beacons
- C/S T.002 LEOLUT Performance Specification and Design Guidelines
- C/S T.003 Description of the Payloads Used in the Cospas-Sarsat LEOSAR System
- C/S T.005 LEOLUT Commissioning Standard
- C/S T.006 Orbitography Beacon Network Specification
- C/S T.007 406 MHz Distress Beacon Type Approval Standard
- C/S T.009 GEOLUT Performance Specification and Design Guidelines
- C/S T.010 GEOLUT Commissioning Standard
- C/S T.011 Description of the Payloads Used in the Cospas-Sarsat GEOSAR System
- C/S T.012 406 MHz Frequency Management Plan
- C/S R.012 Cospas-Sarsat 406 MHz MEOSAR Implementation Plan
- C/S T.016 Description of the Payloads Used in the Cospas-Sarsat MEOSAR System
- C/S R.017 Second Generation 406 MHz Beacon Implementation Plan
- C/S R.018 Cospas-Sarsat Demonstration and Evaluation Plan for the 406 MHz MEOSAR System
- C/S T.019 MEOLUT Performance Specification and Design Guidelines
- C/S T.020 MEOLUT Commissioning Standard

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ANNEX A – STATEMENT OF WORK

All C/S Publications are published on the C/S website and available to the public. The Technical Authority (TA) will provide other documentation as needed.

6. Scope of Work

The Technical Authority (TA) shall determine the nature of the support required, including a list of tests and correspondence groups which the Contractor will support, and a list of the topics on which the Contractor will prepare papers. As some of these activities will require support at C/S meetings and elsewhere the TA shall also determine, in advance of the meetings, which of these C/S meetings involve activities necessitating Contractor attendance.

7. TASKS

The Contractor's proposed resources must perform the following tasks on an as and when needed basis:

- 7.1. Attend a kick-off meeting with the Technical Authority and other stakeholders to discuss the objectives and requirements of the mandate and the Contractor's provisional approach and methodology. The meeting will take place within one (1) week of contract award at Public Safety Canada's facilities in Ottawa or by teleconference (as determined by the PS Technical Authority).
- 7.2. Review key internal and external documents identified or provided by the PS Technical Authority to obtain contextual information.
- 7.3. Review the development of the C/S MEOSAR Implementation and advise the NSS of all action items involving or impacting Canada;
- 7.4. Provide expert advice and analysis to the NSS and, as directed by the TA, to DND and Industry Canada (IC) /Communications Research Centre (CRC) on the definition, performance, and evaluation of Technical (T) and Operational (O) Tests in support of the C/S MEOSAR D&E Plan and other aspects of MEOSAR implementation;
- 7.5. Provide expert advice and analysis to the NSS and, when directed by the TA, to DND and IC/CRC on the definition, acquisition and evaluation of new equipment related to Canada's participation in the MEOSAR system;
- 7.6. Participate as directed by the TA, in reviews or studies associated with current Beacon Specifications, Standards and Testing Facilities;
- 7.7. Review the development in light of the C/S SGB Implementation Plan and advise the NSS of all action items involving or impacting Canada;
- 7.8. Analyze the impact of SGBs with respect to beacon owners, the ground segment, traffic volume and registry input;
- 7.9. Follow or participate and provide input in Cospas-Sarsat correspondence groups as directed by the TA and advise the TA of all actions involving or impacting the NSS;
- 7.10. Monitor C/S papers and meeting reports that concern current specifications and standards, and especially those that concern SGBs or MEOSAR implementation;
- 7.11. Review the Terms of Reference and Agenda for each planned Cospas-Sarsat meeting, and advise the TA of all actions involving or impacting the NSS;
- 7.12. Review the published documentation for each Cospas-Sarsat meeting and recommend an appropriate response to papers that seek action and direction from the NSS;
- 7.13. As directed by the TA, provide expert advice to delegates who are Government of Canada employees (including members of the Canadian Armed Forces) in the preparation of their papers/ presentations/ reports by reviewing and advising on the content;
- 7.14. Prepare papers concerning current specifications and Standards, SGBs or MEOSAR for presentation at meetings;
- 7.15. Attend selected meetings (which may involve international travel), as requested by the TA, with the Canadian delegation, to provide real-time advice to Canadian delegates who are Government of Canada employees (including members of the Canadian Armed Forces) as to the potential impact of unforeseen changes to Participant's positions and of the introduction of late papers;

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ANNEX A – STATEMENT OF WORK

- 7.16. Attend Splinter Group meetings associated with the selected meetings, as directed by the Canadian Head of Delegation to that meeting;
- 7.17. Review the draft Report of each meeting attended with the Canadian Head of Delegation to that meeting, and advise as to any potential impacts to Canada;
- 7.18. Attend a post-meeting session, to confirm any actions that may be undertaken by Canada as a result of the meeting, for those meetings determined by the TA to require consulting support; and,
- 7.19. Review and verify that the published version of minutes from each meeting contain all changes and corrections requested by Canada. As necessary, advise the C/S Secretariat of any required corrections, advise the Canadian Head of Delegation to that meeting and the TA when the corrections are completed, and provide any reason why the C/S Secretariat may have decided not to make the requested changes.

8. DELIVERABLES

The Contractor must produce the following deliverables:

- 8.1 Provide written advice and analysis.
- 8.2 Write papers.
- 8.3 Provide reports (e-mail).
- 8.4 Provide written draft reports.
- 8.5 Provide written final reports.

All papers written under this contract for submission to C/S shall be written in the format determined by C/S for meeting papers. Any other paper written for this contract shall be written in MS Word or in an e-mail format, as specified by the TA. The report(s) and paper(s) to be written under this contract shall be tentatively identified at the kick-off meeting. Each time the TA requests that a paper be prepared for a specific meeting, the format of that paper will be established at that time, in consultation between the TA and the Contractor.

The contractor shall deliver a draft version of each requested paper, in the agreed format, one week before the due date of the paper. The TA will review the draft version and provide comments, if necessary, back to the Contractor within two working days. A final version of the paper shall then be provided by the Contractor to the TA on or before the due date of the paper.

9. CONSTRAINTS

1. The C/S Council establishes the schedule of meetings for each year, normally at its meeting in the Fall of the previous year. The Contractor must be prepared to provide support for any of the C/S meetings, as requested by the TA. This may necessitate the Contractor working evenings and/or weekends based on the scheduling of the meetings.
2. For each C/S meeting, the Council establishes a deadline time by which all papers for the meeting must be submitted to the C/S Secretariat. Any paper prepared for a meeting under this contract must be submitted to the TA at least one week before the deadline for submission to the C/S Secretariat for that meeting.
3. Planning and coordination sessions with NSS, DND and IC/CRC personnel will be held at times established by TA or the Canadian Head of Delegation as required in support of MEOSAR D&E and current and SGB activities.
4. On short notice, meaning on less than one hour's notice, weekend and/or evening work may be required during the contract.

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ANNEX A – STATEMENT OF WORK

10 LOCATION OF WORK

The Contractor will be expected to conduct the work at their own facilities; however, the contractor's resources must be available to participate in meetings at Public Safety Canada's facilities in Ottawa, ON, or by teleconference, as required.

The Contractor will be expected to attend meetings as described in section 7.

All travel must have the prior authorization of the Technical Authority.

11 TIMEFRAME AND DELIVERY DATES

Scheduled meetings and deadlines for paper submissions and review are dependent upon the release of meeting invitations by the C/S Secretariat. Although some meeting dates are published they may not be held as planned and national and bilateral meetings have no fixed timings. Therefore, the exact scheduling over the period of this contract cannot be fixed. The contractor must be flexible in being able to accommodate both the unknown dates and those that are planned but may change.



ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

(to be filled in at contract award):

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

2 Method of Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

3. Payment Period

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

4. GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

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