Part - Partie 1 of - de 1

RETURN RESPONSES TO: RETOURNER LES RÉPONSES À:

PWGSC Bids Receiving Unit Place Bonaventure, 7th Floor South-East Portal, suite 7300 800 De la Gauchetière St. W. Montrreal, Quebec, Canada H5A 1L6

Réception des soumissions de TPSGC Place Bonaventure, 7e étage Portail Sud-Est, suite 7300 800 rue de la Gauchetière Ouest Montréal (Québec), Canada H5A 1L6

REQUEST FOR PROPOSAL **DEMANDE DE PROPOSITION**

Proposal to: Public Works and Government Services Canada

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

Proposition aux : Travaux publics et Services Gouvernementaux Canada

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Space Programs Directorate (Mtd Division) 6767 route de l'Aéroport, Suite 4A-353 Longueuil, Quebec, Canada J3Y 8Y9



Titre – Sujet						
Optical Communication Contribut	ion Co	ncept S	tudy			
Solicitation No N° de l'invitation		Amendme	nt No Nº modif.			
9F050-16-0972			N/A			
Client Reference No N° de référence du clien	t	Date				
C3P-CS-03-OP		April 4th	ı, 2017			
GETS Ref. No N° de réf. de SEAG						
PW-17-00772782						
File No N° de dossier	CCC No	./N° CCC -	FMS No/N° VME			
9F050-16-0972 N/A						
Solicitation Closes - L'invitation	Solicitation Closes - L'invitation prend fin : Time Zone Fuseau horaire					
at - à 2:00 pm			Eastern			
On - le Thursday, May 18th, 20	17		Daylight Time (EDT)			
F.O.B - F.A.B.						
Plant-Usine : ☐ Destination : ⊠	Other-A	utre : 🗌				
Address Enquiries to: - Adresser toutes questi	ions à:	_	ld de l'acheteur			
Pierre Letendre		205mtd				
Telephone No N° de téléphone	E-mail a	ddress - A	Adresse Courriel			
450-926-6751 <u>pierre.letendre@canada.ca</u>						
Destination - of Goods, Services, and Construc						
Destination - des biens, services et construction	on:					
Canadian Space Agency 6767 route de l'Aéroport						
Longueuil, Quebec, Canada						
J3Y 8Y9						

Instructions: See Herein Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
See herein	•
Vendor / Firm Name and Address	_
Raison sociale et addresse du fournisseur / de	e l'entrepreneur
Telephone No N° de téléphone	
Facsimile No N° de télécopieur	
Name and title of person authorized to sign on (type or print)	behalf of Vendor/Firm
Nom et titre de la personne autorisée à signer	au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractère	
(, , ,
Signature	Date
Page 1 of - de 40	

PART	1 - GENERAL INFORMATION4
1.1	Introduction4
1.2	Summary5
1.3	Debriefings6
1.4	Communications 6
1.5	Authorization to disclose bid information to foreign space agencies7
PART	2 - BIDDER INSTRUCTIONS8
2.1	Standard Instructions, Clauses and Conditions8
2.2	Submission of Bids8
2.3	Former Public Servant8
2.4	Enquiries - Bid Solicitation10
2.5	Applicable Laws10
PART	3 - BID PREPARATION INSTRUCTIONS11
3.1	Bid Preparation Instructions11
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION14
4.1	Evaluation Procedures14
4.2	Basis of Selection
PART	5 - CERTIFICATIONS
5.1	Certifications Precedent to Contract Award16
PART	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS17
6.1	Security Requirements17
6.2	Financial Requirements17
6.3	Other requirements17
PART	7 - RESULTING CONTRACT CLAUSES18
7.1	Statement of Work
7.2	Standard Clauses and Conditions
7.3	Security Requirements18
7.4	Contract Period18
7.5	Authorities19
7.6	Proactive disclosure of contracts with Former Public Servants20
7.7	Payment20
7.8	Certifications21
7.9	Applicable Laws22
7.10	Priority of Documents
7.11	Directive on Communications with the Media22

7.12	Insurance	23
7.13	Disclosure of Intellectual Property	23
ANN	EX "A" - STATEMENT OF WORK	24
State	ement of Work (SOW) Optical Communication Contribution Concept Study	24
ANN	EX "B" - BASIS OF PAYMENT	25
B.1	Work performed under the Contract	25
ANN	EX "C" - CONTRACTOR'S DISCLOSURE OF INTELLECTUAL PROPERTY	26
ATT	ACHMENT 1 TO PART 3: ADDITIONAL CSA TECHNICAL BID PREPARATION IN 30	ISTRUCTIONS
ATT	ACHMENT 1 TO PART 4: POINT RATED EVALUATION CRITERIA	31

PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

List of Annexes:

- Annex "A" Statements of Work;
- Annex "B" Basis of Payment;
- Annex "C" Bidder's / Contractor's Disclosure of Intellectual Property;
- Attachment 1 to Part 3: Additional CSA Technical bid preparation instructions;
- Attachment 1 to Part 4: Point Rated Evaluation Criteria.

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

1.2 SUMMARY

Project Title:

Optical Communication Contribution Concept Study (C3P-CS-03-OP)

Description:

- a) Public Works and Government Services Canada (PWGSC) (also referred to as "Public Services and Procurement Canada" ("PSPC")), on behalf of the Canadian Space Agency (CSA), located in Longueuil, Quebec (the "Client"), is seeking bids for a concept study aimed at developing a potential solution for an optical communications contribution.
- b) The study is to be completed on or before **January 26, 2018**.
- c) This bid solicitation is intended to result in the award of one (1) single contract for an all-inclusive budget not to exceed **\$400,000.00 CDN** (excluding any applicable taxes).
- d) This procurement is conditionally limited to Canadian goods and Canadian Services.

Contract Period:

The initial period of the Contract is from Contract award until January 26, 2018.

Intellectual Property:

The title to Intellectual Property vests with Canada. The Canadian Space Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reason, as set out in the

Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

4.3: To deliver a not-yet fully developed component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for the purposes of Commercial Exploitation.

Security Requirements:

There is no security requirements associated with this requirement.

Integrity Provisions:

As per the Integrity Provisions under section 01 of Standard Instructions 2003 (2016-04-04) bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions and to Part 5 – Certifications.

Former Public Servants:

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

Trade Agreements:

This requirement is <u>not</u> subject to the Trade Agreements as per the following dispositions:

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

Canadian Content

This requirement is conditionally limited to Canadian goods and Canadian services.

1.3 DEBRIEFINGS

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

1.4 COMMUNICATIONS

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

9F050-16-0972

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

AUTHORIZATION TO DISCLOSE BID INFORMATION TO FOREIGN SPACE AGENCIES

1.5

This RFP is aimed at developing potential solutions for an optical communications contribution that could eventually be part of a Canadian contribution to large international deep space missions.

As part of this future endeavour, partners of the International Space Station (ISS) are considering publishing Requests for Information (RFIs) to seek feedback on similar communications propositions from their own national industrial groups. Through this RFP, Canada is advancing the same initiative and exploring a possible Canadian contribution.

As such, aside from the deliverables of the resulting contract(s) to be awarded following this RFP. Canada is considering the opportunity to also share information obtained from any of the proposals received in the course of this RFP (regardless if such proposal was retained or not for a contract award). Such sharing of information would be part of a "Canadian contribution" to this international RFI initiative, if the partners are publishing the RFI during the bidding period or the contract period for this concept study. This would provide a great opportunity for the Canadian industry to showcase its solutions to other foreign space agencies (such as NASA or ESA for example) and attract attention from such organizations.

Considering the above, bidders are invited to state, in their technical bids, if they consent to such disclosure of some of the information contained in their proposal to such other foreign space agencies. In the absence of such statement, Canada will consider that the bidder has refused such disclosure and will keep the bidder's bid under strict confidence. To the contrary, if such consent is granted, bidders are asked to clearly identify any information that is to be considered as either company confidential or proprietary and be prevented from any disclosure outside of PWGSC or the CSA. Financial information will always be kept under the unique confidence of PWGSC.

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

File No. - N° du dossier 9F050-16-0972

PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

The <u>2003</u> (2016-04-04) *Standard Instructions - Goods or Services - Competitive Requirements*, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: one-hundred and twenty (120) days

2.1.1 SACC Manual Clauses

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

2.2 SUBMISSION OF BIDS

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

Bids are to be sent to the following address:

Bids Receiving Unit Public Works and Government Services Canada Quebec Region

Place Bonaventure, 7th Floor, Suite 7300 South-East Portal 800 De la Gauchetière Street West Montreal, Quebec, Canada H5A 1L6

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

2.3 FORMER PUBLIC SERVANT

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

Amd. No. - N° de la modif.

File No. - N° du dossier

9F050-16-0972

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

Definitions

For the purposes of this clause,

"Former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972 Buyer ID - Id de l'acheteur 205mtd CCC No./N° CCC - FMS No./N° VME

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00 (CDN) including Applicable Taxes.

2.4 ENQUIRIES - BID SOLICITATION

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

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

2.5 APPLICABLE LAWS

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

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

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972

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

PART 3 - BID PREPARATION INSTRUCTIONS 3.1 BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid:

One (1) hard copy and one (1) soft copy on CD, DVD or USB Key.

Section II: Financial Bid:

One (1) hard copy and one (1) soft copy on CD, DVD or USB Key.

Section III: Certifications:

One (1) hard copy and one (1) soft copy on CD, DVD or USB Key.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. The only acceptable file formats for the soft copies are MS Word, MS Excel or Adobe PDF.

Prices must appear in the financial bid only.

No prices must be indicated in any other section of the bid.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (Policy on Green
Procurement) (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). 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
- 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.

Amd. No. - N° de la modif.

File No. - N° du dossier
9F050-16-0972

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

Section I: Technical Bid

In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

3.1.1 CSA's technical Additional Bid Preparation Instructions:

In addition to the above generic bid preparation instructions, bidders should follow the CSA instructions set forth under the Attachment #1 to this Part 3 of this bid solicitation document.

3.1.2 Preliminary Disclosure of Contractor's Background Intellectual Property brought into the study project by the Bidder:

If the Bidder intends to use any of its own Background Intellectual Property to develop the Foreground Information, the Bidder must complete the Table C1 – "Disclosure of Background Intellectual Property (BIP) brought into the study project by the Contractor" included in the Annex "C" of this bid solicitation document and include it into the Section I – (Technical) of its Bid. Such report will be reviewed by both the Contracting and Technical Authorities, but not evaluated.

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

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

Section II: Financial Bid

3.1.3 Bidders must submit their financial bid in accordance with the "Basis of Payment" (Annex "B") in their Financial Bid (table B1).

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

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

All Costs to be included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification and provision of any necessary equipment, software, peripherals, components and/or travel and living expenditures (as examples) required to meet the requirements of the bid solicitation and the associated costs of theses is the sole responsibility of the Bidder.

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

Section III: Certifications

3.1.4 Bidders must submit the certifications required under Part 5.

9F050-16-0972

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "Technical" and "Financial" evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) The evaluation team will first determine if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Point Rated Technical Criteria

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

4.1.1.2 Bidder Experience

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

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

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

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

4.1.2 Financial Evaluation

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

The maximum funding available for the Contract resulting from the bid solicitation is \$400,000.00 CDN (excluding any applicable sales taxes, but including custom duties or excise taxes, if applicable). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Only for the purpose of conducting the financial evaluation, prices will be evaluated without taking into account any applicable sales taxes.

4.2 BASIS OF SELECTION

4.2.1 Highest Rated within Budget

- 1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) obtain the required minimum score for each of the individual technical evaluation criteria.
- 2. Bids not meeting (a) or (b) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of contract, provided that the total evaluated price does not exceed the budget available for this requirement.

4.2.2 Tiebreaker

Should two responsive bids achieve the exact same overall number of points for all of the technical evaluation criteria, the bid which obtained the highest score for the technical evaluation T1 will be recommended for contract award.

Should there still be a tie after the evaluation of criterion T1, the bid which obtained the highest score for criterion T2 will recommended for contract award.

Should there still be a tie after the evaluation of criteria T1 and T2, the bid with the lowest price will be recommended for award.

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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (2016-04-04). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.2.1 **Additional Certifications Precedent to Contract Award**

5.2.1.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed will result in the goods and services offered being

	treated as non-Canadian goods and non-Canadian services.
	The Bidder certifies that: ☐ a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.
	For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult <u>Annex 3.6(9)</u> , Example 2, of the <u>Supply Manual</u> .
5.2.1.2	Canadian Content Definition SACC Manual Clause <u>A3050T</u> (2014-11-27) – Canadian Content Definition.
5.2.1.3	Status and Availability of Resources SACC Manual Clause <u>A3005T</u> (2010-08-16) – Status and Availability of Resources.
5.2.1.4	Education and Experience SACC Manual Clause A3010T (2010-08-16) – Education and Experience
5.2.1.5	Authorization to disclose technical bid information to foreign space agencies
	☐ We authorize Canada to disclose information contained in our technical bid to foreign space agencies. If authorized (and if applicable), please identify any information that must not be disclosed.
	☐ We do not authorize Canada to disclose information contained in our technical bid to foreign space agencies.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 **SECURITY REQUIREMENTS**

There is no security requirement applicable to this solicitation.

6.2 FINANCIAL REQUIREMENTS

There is no financial requirement applicable to this solicitation.

6.3 OTHER REQUIREMENTS

There is no other requirement applicable to this solicitation.

9F050-16-0972

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 STANDARD CLAUSES AND CONDITIONS

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

7.2.1 General Conditions

<u>2040</u> (2016-04-04) General Conditions – Research and Development apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

K3410C (2015-02-25) – Canada to Own Intellectual Property Rights in Foreground Information.

7.3 SECURITY REQUIREMENTS

There is no security requirement applicable to this Contract.

7.4 CONTRACT PERIOD

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

i. The "Initial Contract Period" which begins on the date the Contract is awarded and ends on January 26th, 2018.

Amd. No. - N° de la modif.

File No. - N° du dossier

9F050-16-0972

Buyer ID - Id de l'acheteur 205mtd

CCC No./N° CCC - FMS No./N° VME

7.5 AUTHORITIES

C3P-CS-03-OP

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Pierre Letendre
Title: Supply Team Leader

Public Works and Government Services Canada

Space Programs Directorate

Address: 6767, Route de l'Aéroport, suite 4A-353

St-Hubert, Quebec, Canada

J3Y 8Y9

Telephone: 450-926-6751

E-mail address: pierre.letendre@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.

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Title:

Organization: Canadian Space Agency Address: 6767, Route de l'Aéroport

St-Hubert, Quebec, Canada

J3Y 8Y9

Telephone: E-mail address:

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

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972

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

7.5.3 Contractor's Representative

Title:	
Organization: Address:	
Telephone: E-mail address:	

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act (PSSA)</u> 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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 PAYMENT

7.7.1 Basis of Payment

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

7.7.2 Milestone Payments

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

- a. an accurate and complete claim for payment using <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.3 Invoicing Instructions

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

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract (when applicable).
- 2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be not Applicable Taxes payable as it was claimed and payable under the previous claim for progress payments.
- 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
- 4. The Contractor must not submit claims until all work identified in the claim is completed.

7.8 CERTIFICATIONS

7.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.8.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department A3025C (2013-03-21) Proactive Disclosure of Contracts with Former Public Servants

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

7.9 APPLICABLE LAWS

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

7.10 PRIORITY OF DOCUMENTS

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

- a) the Articles of Agreement;
- b) the General Conditions 2040 (2016-04-04), Research and Development;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Contractor's Disclosure of Intellectual Property and -
- f) The Contractor's bid entitled "__" dated ____.

7.11 DIRECTIVE ON COMMUNICATIONS WITH THE MEDIA

1. **DEFINITIONS**

"Communication Activity(ies)" includes: public information and recognition, the planning, development, production and delivery or publication, and any other type or form of dissemination of marketing, promotional or information activities, initiatives, reports, summaries or other products or materials, whether in print or electronic format that pertain to the present agreement, all communications, public relations events, press releases, social media releases, or any other communication directed to the general public in whatever form or media it may be in, including but without limiting the generality of the preceding done through any company web site.

2. COMMUNICATION ACTIVITIES FORMAT

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

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

a) By clearly and prominently labelling publications, advertising and promotional products and any form of material and products sponsored or funded by the CSA, as follows, in the appropriate official language:

"This program/project/activity is undertaken with the financial support of the Canadian Space Agency."

"Ce programme/projet/activité est réalisé(e) avec l'appui financier de l'Agence spatiale canadienne."

b) By affixing CSA's corporate logo on print or electronic publications, advertising and promotional products and on any other form of material, products or displays sponsored or funded by the Canadian Space Agency.

Any and all mention or reference to the Canadian Space Agency in addition to those specified above in (a) and (b) must be specifically accepted by the CSA prior to publication.

The Contractor must obtain and use a high resolution printed or electronic copy of the CSA's corporate identity logo and seek advice on its application, by contacting the project manager as mentioned in section 6.2 of this contract.

3. COMMUNICATION ACTIVITY COORDINATION PROCESS

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

- a) As soon as the Contractor intends to organize a Communication Activity, send a Notice to the CSA's Directorate of Communications and Public Affairs. The Communications Notice must include a complete description of the proposed Communication Activity. The Notice must be in writing in accordance with the clause Notice included in the general conditions applicable to the contract. The Communications Notice must include a copy or example of the proposed Communication Activity.
- b) The contractor must provide to the CSA any and all additional document in any appropriate format, example or information that the CSA deems necessary, at its entire discretion to correctly and efficiently coordinate the proposed Communication Activity. The Contractor agrees to only proceed with the proposed Communication Activity after receiving a written confirmation of coordination of the Communication Activity from the CSA's Directorate of Communications and Public Affairs.
- c) The Contractor must receive beforehand the authorization, approval and written confirmation from the CSA's Directorate of Communications and Public Affairs before organizing, proceeding or hosting a communication activity.

7.12 INSURANCE

G1005C (2008-05-12) Insurance – No specific requirement

7.13 DISCLOSURE OF INTELLECTUAL PROPERTY

Upon completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority, a copy of the Background and Foreground Intellectual Property Disclosures as per the format prescribed in the Annex "C". Such disclosures will consist in a comprehensive update of the preliminary Background Intellectual Property (BIP) disclosure report that was submitted as part of the Contractor's bid (Annex "C", Table "C1") and a detailed disclosure of the Foreground Intellectual Property developed under this contract (Annex "C", Table "C2").

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

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972 Buyer ID - Id de l'acheteur 205mtd CCC No./N° CCC - FMS No./N° VME

ANNEX "A" - STATEMENT OF WORK

STATEMENT OF WORK (SOW) OPTICAL COMMUNICATION CONTRIBUTION CONCEPT STUDY

CSA Document Number CSA-DSTOP-SOW-0001
"Post-ISS Human Spaceflight Contributions – Deep Space Telecommunications (DST) Optical (OP)
Concept Study"

Initial Release March 20, 2017

(Provided as a separate PDF file)

ANNEX "B" - BASIS OF PAYMENT

B.1 WORK PERFORMED UNDER THE CONTRACT

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

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

The schedule of milestones for which payments will be made in accordance with the Contract is as presented in the Table B1 below.

Table B1 - Schedule of payment milestones

Payment Milestones No.	tones Deliverables Description		Percentage of Overall Cost	All inclusive Payment
1	Concept Assessment Review and concept confirmation completed and accepted by the CSA	on completed and 2		\$
2	Mid-term review meeting completed and accepted by the CSA	4	30%	\$
3	Final review meeting completed and		50%	\$

Sub-total:	\$
Goods and Services Tax (GST) @ 5%:	\$
Quebec Sales Tax (QST) @ 9.975%:	\$

Total Firm Fixed Price	¢
I Otal FIIII FIXED FIICE	Į P

Amd. No. - N° de la modif.

File No. - N° du dossier

9F050-16-0972

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

ANNEX "C" - CONTRACTOR'S DISCLOSURE OF INTELLECTUAL PROPERTY

If applicable, and in accordance with Article 7.13 of the Contract (Disclosure of Intellectual Property), and with the *Article 28 – Records and Disclosure of Foreground Information* of the <u>2040</u> (2016-04-04) General Conditions for Research and Development, the Contractor must return to the Contracting Authority this completed Annex "C". Canada will not release any final payment owed to the Contractor unless it has received and accepted this completed Annex "C" as per the requirements below.

1.	Contractor's Legal Name:	
2.	Project Title supported by the Contract:	Optical Communication Contribution Concept Study / C3P-CS-03-OP
4.	CSA Technical Authority: Contract #: Date of disclosure:	9F050-16-0972
6.	Was there any Contractor's own Backgro	ound Intellectual Property brought to the project?
	☐ Yes → Complete Table C1 (Disclosure	of Background Intellectual Property)
	□ No	
7.	Was there any Foreground Intellectual Pr	roperty developed under the project?
	☐ Yes → Complete Table C2 (Disclosure	of Foreground Intellectual Property)
	□ No	

Definitions (from the <u>2040</u> (2016-04-04) General Conditions for Research and Development) which form part of this Contract):

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

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

ANNEX "C" - CONTRACTOR'S DISCLOSURE OF INTELLECTUAL PROPERTY (continued)

Instructions to the Contractor

BIP / FIP Disclosure:

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

General Instructions for completing the C1 "BIP" and C2 "FIP" tables:

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

The CSA Technical Authority is responsible to review and approve the Tables C1 and C2 <u>before</u> the closing of the Contract.

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972 Buyer ID - Id de l'acheteur 205mtd CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - CONTRACTOR'S DISCLOSURE OF INTELLECTUAL PROPERTY (continued)

TABLE C1: DISCLOSURE OF BACKGROUND INTELLECTUAL PROPERTY (BIP) BROUGHT TO THE PROJECT BY THE CONTRACTOR (if applicable)

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

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972

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

TABLE C2: DISCLOSURE OF THE FOREGROUND INTELLECTUAL PROPERTY (FIP) DEVELOPED UNDER THE CONTRACT

1 FIP ID#	2 Project Element	3 Title of the FIP	4 Type of FIP	5 Description of the FIP	6 Reference documentation	7 BIP used to generate the FIP	8 Owner of the FIP
Provide ID# specific to each FIP element brought to the project e.g. BIP- CON-99 Where "CON" is the contract acronym.	Describe the system or sub system in which FIP is integrated (e.g. camera, control unit, etc.).	Use a title that is descriptive of the FIP element.	Specify the form of the FIP e.g. invention, trade secret, copyright, industrial design, patent?	Specify the nature of the FIP e.g. software, design, algorithm, etc.	Provide the full title and number of the reference document where the FIP is fully described. The reference document must be available to Canada.	BIP referenced in Table 1 e.g. BIP- CON-2, 15.	Specify which organization owns the FIP e.g. Contractor or Subcontractor. Provide the name of the subcontractor if not owned by the prime contractor. Provide reference to contract clauses that support FIP ownership. Provide reference to WPDs (Work Package Descriptions) under which the technical Work has been performed.

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

IN ITS TECHNICAL BID, THE BIDDER <u>SHOULD</u> INCLUDE:

A. A Title / Project Identification Page:

The first page of the Technical Bid should include:

- i. The RFP name and file Number:
 Optical Communications Contribution Concept Study / 9F050-16-0972/001/MTD;
- ii. The Bidder's name, complete mailing address and Procurement Business Number (PBN).

B. An Executive Summary:

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

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

C. A Table of Contents:

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

D. A List of Acronyms:

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

E. Résumés (and/or biographies) for each of the individual resources proposed by the bidder. This information will be used to assess the experience and expertise of overall proposed project team.

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972 Buyer ID - Id de l'acheteur 205mtd CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 TO PART 4: POINT RATED EVALUATION CRITERIA

A. BID EVALUATION PROCESS (POINT RATED EVALUATION CRITERIA):

- 1. Bids will be evaluated against the point rated technical criteria listed herein. Bids who have achieved the mandatory minimum passing score for each individual criterion will proceed to a financial evaluation to be performed solely by Public Works and Government Services Canada (PWGSC). Such financial evaluation will only begin once the Canadian Space Agency (CSA) has submitted a duly signed technical evaluation report to PWGSC. If a financial bid is found to exceed the maximum budget allowed, the overall bid will be declared non-responsive regardless if the technical bid had passed point rated technical requirements.
- 2. PWGSC will compute the overall scoring of each individual bid and will determine which bid should be recommended for contract award (if any).

B.RATED TECHNICAL EVALUATION CRITERIA:

The rated technical evaluation criteria along with their respective benchmark statements are detailed in the Table II on the following pages.

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972 Buyer ID - Id de l'acheteur 205mtd CCC No./N° CCC - FMS No./N° VME

TABLE I - RESPECTIVE WEIGHT OF EACH INDIVIDUAL POINT RATED REQUIREMENTS

The respective weight of each of the four rated technical evaluation criteria is summarized as such:

С	riterion ID	Criterion Title and description		Criterion passing mark	Maximum possible score
		TECHNICAL UNDERSTANDING OF COMMUNICATION COMPONENTS			
1	T1	This criterion assesses the degree to which the bid demonstrates a technical understanding of the communication components.	•	20	40
2	T2	MERIT OF THE PROPOSED TECHNOLOGY OR SOLUTION This criterion assesses the merit of the proposed technology or solution.	•	15	30
		PROPOSED APPROACH	1		
3	Т3	This criterion assesses the methodology to be employed by the bidder to perform the required work for the concept study.	•	10	20
4	T4	PROJECT TEAM EXPERTISE AND EXPERIENCE This criterion assesses the expertise and experience of team assembled to perform the required work for the concept study.	•	5	10
		•	-		
		Total:		50 points	100 points (T1+T2+T3+T4)

The following table II provides details on what are the expectations and corresponding scoring ladder for each rated technical criterion.

9F050-16-0972

TABLE II - POINT RATED CRITERIA

The following provides definitions of the expressions employed herein which are used as benchmark statements for the different point-rated technical evaluation criteria:

"Qualified reader":

Means a representative of Canada, which in the opinion of Canada, has all the proper expertise and experience to make an informed judgement about the assertions found in the bidder's bid. Several "qualified readers" will compose Canada's evaluation team, which team will regroup subject-matter experts tasked to evaluate some (or all) of the individual technical selection criteria based on their individual skillsets or responsibilities in relation to this project.

"Not adequately" or "poorly described" or "limited demonstration".

Means that a qualified reader, using its expertise and experience, is of the opinion that the description provided in the bid is insufficient as it either does not allow or only partially allow him or her to make an informed judgment on the adequacy of the proposed solution, technology, methodology, or team capability in relation to the performance requirements of the proposed solution or the objectives of the concept study.

"Poor understanding":

Means that a qualified reader, using its expertise and experience, is of the opinion that the proposed solution or technology would most likely not allow the proposed Canadian communication contribution to achieve its performance requirements.

"Limited understanding":

Means that a qualified reader, using its expertise and experience, is of the opinion that the proposed solution or technology has deficiencies which will need to be addressed in order to allow the proposed Canadian communication contribution to achieve its performance requirements.

"Convincing demonstration":

Means that a qualified reader, using its expertise and experience, is of the opinion that the proposed solution or technology will, in all likelihood, allow the proposed Canadian communication contribution to achieve its performance requirements.

• "Credible methodology" or "Credible Team experience and expertise":

Means that a qualified reader, using its expertise and experience, is of the opinion that despite of certain shortcomings, the proposed methodology or proposed team experience and expertise should allow the bidder to achieve the objectives of the concept study.

"Flight-proven" or "flight heritage":

Means that a given element of the proposed technology or solution has actually flown into outer-space and achieved or exceeded the minimum performance requirements of the mission for which it was designed. When qualifying a given element of the proposed technology or solution as "flight-proven", the bidder must provide verifiable evidence of the performance of such element or technology in space in such ways that a qualified reader could validate such assertion.

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

TABLE II - POINT RATED REQUIREMENTS (CONTINUED)

"Comprehensive knowledge" or "Comprehensive understanding".

Means that a qualified reader, based on its expertise and experience and on the information provided in the bid, is of the opinion that the bidder has demonstrated, through examples and verifiable assertions, the validity of its proposed solution for the proposed Canadian communication contribution to achieve (or exceed) its performance requirements and/or achieve (or exceed) the objectives of the concept study. However, some gaps or doubts remain with regards to certain elements of the proposed methodology, the bidder's facilities or team experience and expertise.

"Comprehensive team experience and expertise":

Means that a qualified reader, based on its expertise and experience and on the information provided in the bid, is of the opinion that the bidder has demonstrated, through examples and verifiable assertions, that the assembled team has adequate experience and expertise to perform the required work for the concept study in order to achieve the objectives of the concept study. However, some gaps or doubts remain with regards to certain elements of the team's experience and expertise.

"Limited flight heritage" or "Not relevant flight heritage":

Means that a qualified reader, based on its expertise and experience and on the information provided in the bid, is of the opinion that, although that some (or all) elements of the proposed solution and technology have flight heritage, it is not a flight heritage that could reasonably convince him or her that the proposed technology or solution would indeed allow the proposed Canadian communications contribution to achieve its performance requirements.

"Excellent mastering" or "in great depth" or "well know and recognized":

Means that a qualified reader, based on its expertise and experience and on the information provided in the bid, is of the opinion that the bidder has clearly demonstrated, through clear examples and verifiable assertions, that it has all the resources, expertise and experience required to make use of the proposed solution, technology or methodology in such ways that it will, in all likelihood, allow the proposed Canadian communication contribution to achieve or exceed its performance requirements and/or achieve the objectives of the concept study.

"Benefit(s) for Canada:

Means sustaining and/or creating scientific and technological competitiveness, economic growth, exports and highly skilled jobs anywhere in Canada directly within the bidding team and/or elsewhere in Canada as a result of the development of the proposed technology or solution either during the course of the project (short-term benefit) and/or in the long-term (post-project completion).

"Extensive adaptation":

Means that a qualified reader, based on its expertise and experience and on the information provided in the bid, is of the opinion that the technology proposed, since it was not originally designed to meet the requirements of the Canadian communication contribution application contemplated by this study, would require significant modifications which may negatively impact its ability to reliably meet the performance requirements of this communication application.

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972 Buyer ID - Id de l'acheteur 205mtd CCC No./N° CCC - FMS No./N° VME

TABLE II - POINT RATED REQUIREMENTS (CONTINUED)

"Limited adaptation":

Means that a qualified reader, based on its expertise and experience and on the information provided in the bid, is of the opinion that the technology proposed, although it was not originally designed to meet the requirements of the Canadian communication contribution application contemplated by this study, would require only limited modifications which are unlikely to negatively impact its ability to reliably meet the performance requirements of such communication contribution application.

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972

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

TABLE II – POINT RATED REQUIREMENTS (CONTINUED)

Maximum score 40	Minimum passing score 20	0 Inadequate or Not addressed 0%►0 points	A Poor 25% ▶ 10 points	B Minimal (passing score) 50% ► 20 points	C Adequate 75% ► 30 points	D Excellent 100% ►40 points
Description and	objective of the criterion	0	Α	В	С	D
This criterion assesses the degree to we the bid demonstrates a technical understanding of the communication components. The bid must substantiate details the current degree of maturity or proposed communications components must demonstrate a proper understand the effort required for such technology achieve the required level of performants.	tes a technical he communication bid must substantiate in degree of maturity of the nications components and a proper understanding of for such technology to	■ The technology for the proposed communication component concept is not described. □ The expected performance of the proposed technology is not adequately described and therefore unconvincing as to how it could potentially meet the performance requirements.	The bid demonstrates a poor understanding of the technology required to meet the performance requirements; None of the proposed technologies were flight-proven on a similar contribution.	The bid demonstrates limited understanding of the technology required to meet the performance requirements; The technology proposed has limited flight heritage or flight heritage that is not relevant for the proposed concept; The bid shows limited understanding of the efforts required for such technology to achieve the performance requirements.	 The bid demonstrates comprehensive knowledge of the technology required to meet the performance requirements; The proposed technology has relevant flight heritage and the proposed technology would require an extensive adaptation to meet the performance requirements. The bid demonstrates adequate understanding of the effort required for the proposed technology to achieve its required performance levels. 	■ The bid demonstrates excellent mastering of the technology require to meet the performance requirements; ■ The proposed technology has relevant flight heritage and the proposed technology require limited adaptation of such technology to meet the performance requirements. ■ The bid describes in great depth the risks related to the efforts required for the proposed technology to meet the performance requirements.

Amd. No. - \mbox{N}° de la modif.

File No. - N° du dossier 9F050-16-0972

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

TABLE II- POINT RATED REQUIREMENTS (CONTINUED)

Maximum score 30	Minimum passing score 15	0 Inadequate or Not addressed 0%▶0 points	A Poor 25% ► 7.5 points	B Minimal (passing score) 50% ▶ 15 points	C Adequate 75% ► 22.5 points	D Excellent 100% ►30 points
Description and	objective of the criterion	0	Α	В	С	D
This criterion assesses the merit of the proposed technology or solution. The bid must describe the benefits of the proposed technology or solution in terms of developing a "world-class" Canadian industrial capacity and expertise. The bidder must identify short term (through the course of the current project) and long-term (for future application) benefits for Canada.		The bidder has not addressed how the proposed technology or solution would be of any benefit for Canada (short or long-term).	The bid has poorly described how the proposed technology or solution for the proposed Canadian communications contribution would be of any benefits for Canada (short or long-term) – or – The proposed technology or solution, as described in the bid, has limited (if any) benefits for Canada (short or long-term).	 The bid has made a limited demonstration of how the proposed technology or solution could be of benefit to Canada (short or long-term); The proposed technology or solution has potential for further development which may induce benefits for Canada (short or long-term); The proposed technology or solution has potential to showcase innovative Canadian industrial capability. 	The bid has made a convincing demonstration that the proposed technology or solution could be of benefit for Canada (short or long-term); The bidder has identified how the proposed technology or solution could be further developed after completion of the project and provides long-term benefits for Canada and showcase innovative Canadian industrial capability.	The bid went in green depths to demonstrate that the proposed technolog or solution clearly he short and long-term benefits for Canada The proposed solution technology will likely become a showcase of Canadian industrial capability: The bid describes a solid way forward the further enhance the proposed technology or solution to provid achievable long-term benefits for Canada The bid describes he potential commercial applications for the proposed technology and its spin-offs (in space or on Earth).

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972

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

TABLE II – POINT RATED REQUIREMENTS (CONTINUED)

Maximum score 20	Minimum passing score	0 Inadequate or Not addressed 0%▶0 points	A Poor 25% ► 5 points	B Minimal (passing score) 50% ► 10 points	C Adequate 75% ▶ 15 points	D Excellent 100% ▶20 points
Description and objective of the criterion		0	A	В	С	D
This criterion assesses the methodology of the bidder to perform the required work for the concept study. This criterion examines the following elements: cost evaluation of the proposed technology or solution, schedule development, technology readiness assessment and risk analysis, concept development, strategic and business outcomes.		The Bidder has not described its work methodology to perform the required work for the concept study.	The proposed methodology is poorly described and therefore unconvincing as to how the bidder will be able to achieve the objectives of the concept study.	The proposed methodology has shortcomings but is deemed credible and should allow the bidder to achieve the objectives of the concept study. The proposed methodology has shortcomings but is deemed credible and should allow the bidder to achieve the objectives of the concept study.	The proposed methodology demonstrates comprehensive understanding of the different tasks needed and corresponding level of effort and proposes an adequate resource allocation which, in all likelihood, will allow the bidder to achieve the objectives of the concept study.	The proposed methodology is very detailed and went in great depths in describing a work breakdown structu which demonstrate excellent masterin of the required level effort, tasks and optimal allocation of resources which will undoubtedly allow the bidder to achieve the objectives of the concept study.

Amd. No. - N° de la modif.

File No. - N° du dossier 9F050-16-0972 Buyer ID - Id de l'acheteur 205mtd CCC No./N° CCC - FMS No./N° VME

TABLE II – POINT RATED REQUIREMENTS (CONTINUED)

	Maximum score 10	Minimum passing score	0 Inadequate or Not addressed 0%▶0 points	A Poor 25% ▶ 2.5 points	B Minimal (passing score) 50% ► 5 points	C Adequate 75% ► 7.5 points	D Excellent 100% ▶10 points
	Description and objective of the criterion		0	A	В	С	D
Т4	This criterion assesses the expertise and experience of team assembled to perform the required work for the concept study. Résumés and biographies for each of the individual team members should be provided to allow a proper evaluation of this criterion.		The team's experience and expertise is not addressed.	The team's experience and expertise in carrying similar work is, poorly described and therefore unconvincing as to how the bidder will be able to achieve the objectives of the concept study.	The bid demonstrates a credible team's experience and expertise in carrying similar work and has shortcomings but should nonetheless allow the bidder to achieve the objectives of the concept study, but not without challenges.	The bid demonstrates comprehensive team's experience and expertise in carrying similar work, is adequate and has no apparent shortcomings and should therefore allow the bidder to achieve the objectives of the study without any foreseen challenges.	The bid demonstrates well known and recognized team's experience and expertise in carrying similar work is. Achieving the objectives of the study will undoubtedly not pose a challenge to the bidder.

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

END OF RFP