

REQUEST FOR PROPOSAL (RFP) # 9F015-20180331

FOR THE REQUIREMENT OF

Satellite feed and webcasting services for downlinks

Bid Submission Deadline: October 15th, 2018 at 2:00 PM (EDT)

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

Or By EPOST: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

* Please note that proposals sent by email will not be accepted.

Reference: CSA File No. **9F015-20180331**

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

submission instructions.



September 28th, 2018



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Security Requirement
- 2. Statement of Work
- 3. Applicable laws
- 4. Communications Notification
- 5. Debriefings
- 6. Epost Connect Service

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

Bid Preparation Instructions Section I: Technical bid Section II: Financial bid Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. **Technical Evaluation**
- 3. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

List of Annexes:

Annex "A" - Statement of Work (SOW)

Annex "B" - Pricing - Basis of payment

Annex "C" - Integrity Form

Annex "D" – Client Satisfaction Form Annex "E" – E-Post Instructions



PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the project.

2. Statement of Work

Canadian astronaut David Saint-Jacques has been assigned to a mission aboard the International Space Station (ISS). Expedition 58/59 is planned between December 2018 to June 2019 (dates are subject to change).

To raise awareness, attract and maintain interest in the mission, the CSA intends to conduct a series of live events with CSA astronaut David Saint-Jacques while he is in space with various groups on Earth – specifically in Canada. This type of activity is referred to as "downlink". These public events will engage Canadians in the mission and the Canadian space program.

Satellite feed and webcasting services are required for downlinks which involve video/audio communication between astronauts onboard the ISS and audiences located in different venues across Canada. The video/audio feed from the ISS is routed through NASA-TV on a dedicated digital or analogue channels.

The CSA needs to hire the services and equipment of a company to capture, route, retransmit and/or display the audio and video feed to facilitate the exchange between David Saint-Jacques onboard the ISS and members of the audience on Earth.

The work to be performed is detailed under Annex "A" Statement of Work.

Period of the Contract

From the award date of the contract until July 31st, 2019

Work location

Several locations across Canada. These locations are yet to be determined.

Travel

If travel is required, the contractor shall be reimbursed for travel and living expenses as per the <u>National Joint Council's Travel Directive</u>.

No travel expenses will be reimbursed if the contractor is required to move within his service area where his head office or one of his branch is located. The service area, for the purposes of this contract, spans an area of 75 kilometres from the supplier's location using the most direct, safe and practical road.

Official languages

The supplier's team assigned to this request must be fluent in one of the official language.

This means that the personnel have a proficiency that is equivalent to level B of the <u>Treasury</u> Board Secretariat's Qualification Standards for Official Languages.

3. 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.

4. Communications Notification

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

5. Debriefings

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

6. Epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

https://buyandsell.gc.ca/submit-your-bid-submission-files-electronically-from-anywhere-in-canada

(see instruction at Annex E)



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

1.1. SACC Manual Clauses

The document 2003 (2018-05-22) - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23

2. Submission of Bids

Bids must be submitted only to: (do not copy the contracting authority)

- the CSA's Tenders Reception Office or
- EPOST: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

by the date, time and place indicated on the front page of the bid solicitation.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority alexandre.gentile@canada.ca **no later than two (2) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

• If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

• If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy) Section II: Financial Bid (1 hard copy) Section III: Certifications (1 hard copy)

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

• If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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, preferably using a 12 point font;
- b) use a numbering system that corresponds to that of the Request for proposal

Section I: Technical Bid

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

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment and the $\underline{\text{Annex B}}$ - Pricing.

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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Technical Evaluation

2.1 Mandatory Technical Criteria

At Bid closing time, the Bidder must comply with the following Mandatory Requirements (see table – Mandatory Technical Criteria) and provide the necessary documentation to support compliance.

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

2.2 Financial Criteria

The number of events for this request being unknown, we will evaluate financial proposals using the estimated cost per event.

For the purpose of the evaluation, the hourly rate of the supplier's resource will be multiplied by 10 hours and will, afterward, be added to the service and equipment costs to determine the estimated cost per event.

2.3 Point Rated Technical Criteria

Bids that meet all the mandatory technical criteria will be then evaluated and scored using Point Rated Technical Criteria. (see table – Technical Rated Criteria)

3. Basis of Selection - Highest Combined Rating of Technical Merit and Price

- **3.1** To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) achieve a pass on rated requirements
- **3.2** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 3.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 3.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %
- **3.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



3.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated cost per events is \$5,500.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)					
Bidder	Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score	115/135	89/135			
Bid Evaluated Price	valuated Price C\$7,500 C\$6,000		C\$5,500		
Calculations	Technical Merit Points	Price Points	Total Score		
Bidder 1					
Diddel 1	115 / 135 x 60 = 51.1	5500* / 7500 x 40 = 29.3	80.4		
Bidder 2	115 / 135 x 60 = 51.1 89 / 135 x 60 = 39.6	5500* / 7500 x 40 = 29.3 5500* / 6000 x 40 = 36.6	80.4 76.2		

^{*} represents the lowest evaluated price



Evaluation grid

Bidders should note that when completing the grids, the CSA is evaluating the specific information that demonstrates experience for any given criterion. Inserting the same information in a grid and or template every time the same project is used is not what we are expecting. **Only the specific experience for the criterion being evaluated is to be provided.**

Cutting and pasting wording from the RFP into the grids of the proposed resource does not constitute demonstrating the requirement. This <u>must</u> be demonstrated by specific examples of work performed by the resource that map to the requested criteria.

The CSA reserves the right to verify any information provided by the Bidder in response to the mandatory and point-rated requirements. This will be done by contacting the client contact using the contact information provided by the Bidder, and providing the client with a copy of the information submitted by the Bidder (applicable to that specific client only) for independent verification. If verification is required for a project for which the CSA does not have the contact information, the Bidder will be requested to provide this information.

The same project can be referenced and evaluated against multiple mandatory and point-rated criteria providing the project description and the reference confirms qualification against each element required within each referenced criterion.

When a maximum number of projects or pages is indicated, only the number indicated will be scored, even if the Bidder provides more than requested. Projects will be evaluated in the order they appear in the proposal.

MANDATORY TECHNICAL CRITERIA (MT)	DEMONSTRATION BY BIDDER	EVALUATION
MT1. The Bidder must demonstrate that he has a minimum of five (5) years of relevant experience in providing satellite feed services and equipment for live events: capture, route, retransmit or display the audio and video feed.		
Note: Response should be limited to one (1) page single sided.		
MT2. The Bidder must describe two (2) events in two (2) different provinces/territories across Canada for which you (the Bidder) have delivered satellite feed services in the last five (5) years.		
For each distinct event, please include the following information: - name of the event; - date of the event; - location of the event (full address of the facility);		
 - location of the event (full address of the facility), - name of the client; - description of the event and overall services and equipment provided by the Bidder. 		
- description of the event and overall services and equipment provided by the Bidder. - demonstration of how these events relate to needs/requirements of a live event or downlink.		
Note: Response should be limited to one (1) page single sided.		



MT3. The Bidder must demonstrate that the has a minimum of three (3) years of relevant experience in providing webcasting services and equipment which the transmission is done from the location of the event. Note: Response should be limited to one (1) page single sided.	
Troto. Trooperios circula se ilimitos te erio (1) page cirigie diaes.	
MT4. The Bidder must demonstrate that he has a significant experience* working in cooperation with AV supplier(s)/contractor(s).	
Description of the event must include the following information: - name of the event;	
- date of the event; - location of the event (full address of the facility);	
- name of the client;	
- name of the AV supplier(s)/contractor(s); - description of the event and overall services and equipment provided by the Bidder;	
- shared responsibilities and tasks between the bidder and AV supplier(s)/contractor(s)	
*A significant experience is defined as the experience acquired for a period of three (3) years over the last five (5) years.	
Notes: Response should be limited to one (1) page single sided.	



TECHNICAL RATED CRITERIA (RT)	DEMONSTRATION OF KNOWLEDGE OR EXPERIENCE	EVALUATION
RT1. Number of years of experience of the organization in providing satellite services and equipment for live events. (20 points)		Score:
15 points: 5 to 7 years experience. 17 points: 8 to 10 years experience. 20 points: 10+ years experience.		
RT2. Experience in getting and retransmitting satellite feed where the origin of the signals is outside Canada (20 points)		Score:
The Bidder must demonstrate that he has experience in getting and retransmitting satellite feed for live events where the origin of the signals is outside Canada.		
Your response must include the following information for each event: - name of the client's company; - date of the event; - location of the event (full address of the facility); - origin of the signals (location of the source); - description of the event and overall services and equipment provided by the Bidder.		
Note: Response should be limited to one (1) page single sided.		
15 points: provided services for 2 events. 17 points: provided services for 3 events. 20 points: provided services for more than 3 events.		
RT3. Experience working with government (10 points)		Score:
The Bidder must demonstrate that he has provided satellite feed services for live events organized by the federal or provincial level governments. Your response must include the following information for each event:		
- name of the Department or organization;- date of the event;		



- location of the event (full address of the facility); - description of the event and overall services and equipment provided by the Bidder.	
Note: Response should be limited to one (1) page single sided.	
 0 point: no experience. 6 points: Provided services for I event. 7 points: Provided services for 2 events. 8 points: Provided services for 3 events. 10 points: Provided services for more than 3 events. 	
TOTAL	Score:



PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

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 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 will render the bid non-responsive or constitute a default under the Contract.

1.1 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information https://srisupplier.contractscanada.gc.ca/.

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

1.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

1.3 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the Ineligibility and Suspension Policy; http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.



1.4 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, <u>must provide a</u> <u>complete list of names of all individuals who are currently directors</u> of the Bidder. (See Annex C - Integrity Form).

- ➤ Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, <u>must provide</u> the name of the owner(s). (See Annex C Integrity Form).
- > Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1.5 Federal Contractors Program for Employment Equity

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

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

1.6 Former Public Servant

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

1.6.1 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.

1.6.2 Former Public Servant in Receipt of a Pension

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

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

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

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

1.6.3 Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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



1.6.4 Proactive Disclosure of Contracts with Former Public Servants

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

1.7 Status and Availability of Resources

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

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

1.8 Education and Experience

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

1.9 Price Certification

The Contractor certifies that the rates quoted is not excess of the lowest rate charged anyone else, including its most favoured customer, for like quality and quantity of the services.

1.10 Certification

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



CERTIFICATION SIGNATURE

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

- 1.1. Procurement Business Number
- **1.2.** Certifications Precedent to Contract Award and Additional Information
- **1.3.** Ineligibility and Suspension Policy
- 1.4. Integrity Provisions List of Names
- **1.5.** Federal Contractors Program for Employment Equity
- 1.6. Former Public Servant Certification
- 1.7. Status and Availability of Resources
- **1.8.** Price Certification
- 1.9. Education and Experience
- 1.10. Certification

•	•	•
Signature	•	
Date	_	
Name (print or type)	_	
Title of person authorized to sign on behalf of the	Organization	
Name of Organization	_	

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



PART 6 - RESULTING CONTRACT CLAUSES

Priority of Documents

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

- 1. the Articles of Agreement;
- 2. the general conditions 2035 (2018-06-21) Higher Complexity Services;
- 3. Annex "B", Basis of Payment;
- 4. Annex "A", Statement of Work;
- 5. Annex "D", Performance Evaluation Form; and
- 6. the Contractor's proposition dated _____

Standard Clauses and Conditions

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

For the purposes of the this contract, all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" in the clauses and conditions included herein, including those incorporated by reference, shall mean Her Majesty the Queen in right of Canada as represented by the Canadian Space Agency and its presiding Minister as appropriate.

Security Requirements

There is no security requirement associated with the requirement.

Statement of Work

The contractor shall perform the work specified in Annex "A" Statement of Work; in accordance with its proposal dated ______.

Performance Evaluation

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

The performance evaluation report is used to record the performance. See Annex "D".

Authorities

1. Contracting Authority

The Contracting Authority for the Contract is:

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



Telephone: (450) 926-4875

E-Mail: <u>alexandre.gentile@canada.ca</u>

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.

2. Project Authority

Name: To be inserted at contract award.

Title: , Project Manager

Department

Canadian Space Agency

Address: 6767, Route de l'Aeroport St-Hubert, Québec, J3Y 8Y9

Telephone: (450) 926-XXX

E-Mail: xxxx.xxxx@canada.ca

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.

3. Contractor's Representative

Contact Name: To be inserted at contract award

Telephone: E-mail address:

Basis of Payment - Cost reimbursable - Limitation of expenditure

Τŀ	ne Contractor will be paid for its costs reasonably and properly incurred in the performance of the
W	ork in accordance with the Basis of payment in annex B, to a limitation of expenditure of
\$	- Applicable Taxes are extra.

1. Limitation of expenditure

- **1.1.** Canada's total liability to the Contractor under the Contract must not exceed \$_____. Applicable Taxes are extra.
- 1.2. 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% committed, or
 - b. four 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.



1.3. 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.

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 Québec.

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.

Certifications Compliance

The continuous compliance with the certifications provided by the Contractor 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 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.

Procurement Ombudsman – Dispute resolution services

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

Procurement Ombudsman – Contract administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor with respect to the administration of this Contract if the requirements of subsection 22.2(1) of the Department of Public Works and Government Services Act and sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the Scope of the Work of this Contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX "A"

STATEMENT OF WORK (SOW)

TITLE

Satellite feed and webcasting services for downlinks during space mission Expedition 58/59 for the Canadian Space Agency (CSA)

BACKGROUND

Canadian astronaut David Saint-Jacques has been assigned to a mission aboard the International Space Station (ISS). Expedition 58/59 is planned between December 2018 to June 2019 (dates are subject to change).

To raise awareness, attract and maintain interest in the mission, the CSA intends to conduct a series of live events with CSA astronaut David Saint-Jacques while he is in space with various groups on Earth – specifically in Canada. This type of activity is referred to as "downlink". These public events will engage Canadians in the mission and the Canadian space program.

OBJECTIVE

Satellite feed and webcasting services are required for downlinks which involve video/audio communication between astronauts onboard the ISS and audiences located in different venues across Canada. The video/audio feed from the ISS is routed through NASA-TV on a dedicated digital or analogue channels.

The CSA needs to hire the services and equipment of a company to capture, route, retransmit and/or display the audio and video feed to facilitate the exchange between David Saint-Jacques onboard the ISS and members of the audience on Earth.

The company must also be able to provide services and equipment and to set up webcasting services within event venues to facilitate webcasting of downlinks on the CSA Website.

SCOPE OF WORK AND TASKS

The contractor must provide the CSA with satellite feed and webcasting services for up to 20 downlinks between the ISS and the selected locations across Canada (locations to be determined at a later time). Locations could include northern cities in Western Canada (e.g. Yellowknife, Whitehorse and Pangnirtung) and in Eastern Canada (e.g. Iqaluit, Puvirnituq and Salluit).

More specifically, the contractor must provide the CSA with the following products and services:

- 1. Conduct site survey at the venue to identify placement of their mobile satellite capture/equipment and distribution services, cable path, and technical requirements for display on large screen(s) and audio systems, and validate local network capacities for satellite needs;
- 2. Provide satellite downlink services from the NASA-TV channel SD&HD-SDI feeds (via the NASA Media 103 channel), including set-up, dismantle and delivery of equipment;
- Provide services and equipment for webcasting services, which is the broadcasting of downlinks on the CSA Website using streaming media technology;
- 4. Validate local venues network capacities for webcasting needs;
- 5. Work in cooperation with the AV supplier/contractor designated by the CSA.



SUPPLIER'S RESPONSIBILITY

- The supplier shall be responsible for providing equipment and services that will be of top quality and to the satisfaction of the CSA, particularly, a reliable connection and the highest quality image and audio.
- The supplier shall be responsible to liaise with technical contact on site and with the AV company to ensure successful delivery of the service based on needs (i.e. compatibility of equipment, etc.)
- The supplier must send a technician at each event. Set up and testing is required the day before
 the event. The equipment may be dismantled as soon as the event and venue is cleared of the
 audience.

SUPPORT FROM THE CSA

The CSA will:

- Provide information on needs and requirements;
- Provide a few days in advance a technical contact on site to support installation of equipment, and from the AV company to be hired by the CSA as needed;
- Provide a scenario for each event;
- Be available to answer any question that the supplier may have.

SCHEDULE

The contract will be effective from December 15, 2018 to July 31, 2019.

Up to 20 downlinks could be scheduled over a period of approximately 6 months. The exact number of downlinks, the dates as well as the locations will be determined at a later time.

Given the unexpected nature of live events with the ISS, dates and times of the events are subject to change at the last minute.

WORKING DAY

For the purpose of this contract, "working day" means the period between 6:00 a.m. and 6:00 p.m., Eastern Time, Monday through Friday, except federal statutory holidays. The contractor must also be able to provide services outside regular business hours (or "working day"), on request, and using the same hourly rate.

MEETINGS

A kick-off meeting will take place shortly after contract award at the John H. Chapman Space Centre in Saint-Hubert (or by videoconference).

CONFIDENTIALITY

The contractor commits to respecting the confidentiality of the information that it will have access to during its mandate.

REQUIREMENTS

Experience – The contractor must have a minimum of five (5) years of relevant experience in providing satellite feed services across Canada: capture, route, retransmit and/or display the video feed.



The contractor must have a minimum of three (3) years of relevant experience in providing webcasting services within event venues.

The contractor must have a significant experience, acquired for a period of three (3) years over the last five (5) years, working in cooperation with AV supplier/contractor.

NASA FEED

NASA Television – The contractor must provide a Digital Video Broadcast (DVB) compliant Integrated Receiver Decoder (IRD) is needed for reception.

HD - NASA MEDIA CHANNEL COORDINATES = 103 (HQ3)			
MPEG-4 Digital C-band Signal			
QPSK/DVB-S			
AMC-18C			
Transponder 3C			
105° West Longitude			
D/L Frequency: 3760 MHz			
Vertical Polarization			
Data Rate: 38.80 MHz			
Symbol Rate: 28.0681 Mbps			
FEC: ¾			
Compression Format: MPEG-4			
Video PID: 0x1031 hex / 4145 decimal			
AC-3 Audio PID: 0x1034 hex / 4148 decimal			
MPEG I Layer II Audio PID: 0x1035 hex / 4149 decimal			

WEBCASTING ON CSA WEBSITE

The video feed must be provided to the webcast encoder in HD 1080i resolution at 60 fps over an HDMI connection.



ANNEX "B"

PRICING

1. Basis of payment

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The pricing specified below, quoted by the bidder

- Includes the total estimated cost per hour that may need to be incurred for the work and which is to be performed during regular working hours (6:00 a.m. to 6:00 p.m.) and outside regular hours.
- Must reflect the rate to provide services in any location across Canada, travel and expenses excluded.

The Bidder should complete this pricing schedule and include it in its financial bid.

Pricing Schedule			
	Firm all-inclusive hourly rates A	Estimated level of effort - Hourly B	Total (in \$ CAD) C A x B = C
Technician	per hour	10 hours (estimation for evaluation purposes)	\$

	Price per event (Pricing must reflect the cost to provide services and equipment in any locations across Canada.)
Satellite feed, webcasting services and equipment	\$

\$ Sub-Total (technician cost + Price per event)							
\$ Applicable taxes							
\$ Total							

2. Terms of Payment

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.



3. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice has been completed.

Invoices must be distributed as follows:

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

CANADIAN SPACE AGENCY 9F015 – FINANCIAL SERVICES 6767 Route de l'Aeroport Saint-Hubert (Québec) J3Y 8Y9 CANADA

OR BY E-MAIL: asc.facturation-invoicing.csa@canada.ca

(b) One (1) copy must be forwarded to the Project Authorities

4. Travel and Living Expenses

In accordance with:

- a) The Treasury Board Travel Directive, Appendices B, C and D http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng&merge=2, and
- b) The "Special Travel Authorities" Directive, Section 7 for "Persons on contract" http://www.tbs-sct.gc.ca/pubs pol/hrpubs/TBM 113/sta-eng.asp:

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

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

No travel expenses will be reimbursed if the contractor is required to move within his service area where his head office or one of his branch is located. The service area, for the purposes of this contract, spans an area of 75 kilometres from the supplier's location using the most direct, safe and practical road.

No expenses for the transportation of the supplier's equipment will be reimbursed. The supplier is responsible for transporting his equipment <u>at his own expense</u>.

All travel must have the prior authorization of the Project Authority (PA)



ANNEX C INTEGRITY FORM To be included with certifications (Section III: Certifications)

Dénomination complète de l'entreprise / Complete Legal Name of Company									
Adresse de l'entreprise/Company's address									
N	EA de l'entreprise/Company's PBN number								
Numéro de la transaction/ Transaction number									
Lis	ste de pré-qualification/Pre-Qualification List								
Vald	eur de la transaction (\$) /Transaction Value (\$)								
	00.00\$ (taxes incluses)/ OVER \$25,000.00 (including taxes)								
.,									
	OUI / YES NON / NO								
Membres du con	seil d'administration (Utilisez le format - Prénom Nom)								
Board o	f Directors (Use format - first name last name)								
Ou mettre	la liste en pièce-jointe/Or put the list as an attachment								
1. Membre / Director									
2. Membre / Director									
3. Membre / Director									
4. Membre / Director									
5. Membre / Director									
6. Membre / Director									
7. Membre / Director									
8. Membre / Director									
9. Membre / Director									
10. Membre / Director									
Autres Membres/ Other members:									
Commentaires / Comments:									



ANNEX D

PERFORMANCE EVALUATION REPORT

Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority/ technical authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with CSA and sent to the contract agent responsible.

Name of contractor:	Contract completion date:
Name of project authority/technical authority:	Branch:
Contract no.:	Project name:

Su	pplier											
		10 à 9 = Excellent		6 à 5 = Satisfactory				2 à 1 = Unsatisfactory				
	Rating scale:	8 à 7 = Very Good			4 à 3	8 = Poo	or					
1)	Did the supplier provide consultants with the	10	9	8	7	6	5	4	3	2	1	
	education, accreditation and experience indicated in the contract?	Comments:										
2)	Please rate the overall quality of the services	10	9	8	7	6	5	4	3	2	1	
·	provided by this supplier.	Comments:										
3)	Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.	10	9	8	7	6	5	4	3	2	1	
		Com	nment	S:	ı				1		1	
4)	Was the work performed in accordance with	10	9	8	7	6	5	4	3	2	1	
	the requirements specified in the statement of work?		nment									
5)	Please rate the quality of communication	10	9	8	7	6	5	4	3	2	1	
	between the department and the supplier.	Com	nment	S:								



Were all administrative documents received in accordance with the requirements of the		10	9	8	7	6	5	4	3	2	1	
	contract?	Comments:										
	Administrative documents can include but are not limited to: Invoices Progress reports Reports on use or business volume Meeting agendas and minutes Documentation and quality of work											
		Excellent: 54 et 60					Poor: 18 à 29					
	Total /60	Very Good: 42 à 53					Unsatisfactory: 18 or less					
		Satisfactory: 30 à 41										
Signatures Bloc - Evaluation Excellent, Very good or Satisfactory												
Project Authority/Technical Authority:			ontra	ct Ag	ent:							
Signatures Bloc - Evaluation Poor or Unsatisfactory												
Te	chnical Expert	Supply Manager:										



ANNEX "E" EPOST INSTRUCTIONS

Public Services and Procurement Canada (PSPC) is moving forward on its Procurement Modernization Initiative, which aims to simplify the procurement process. The Bid Receiving Unit is launching an electronic bid submissions pilot using Canada Post's (CPC) epost Connect online service.

What is epost Connect?

epost Connect is a secure, online service that allows users to share large, confidential files. Some of the service features include:

- large file transfers, allowing users to attach multiple 1 gigabyte (GB) files (any file type) in a single message
- the ability to track your electronic activity history
- privacy and security features that allow the processing of Protected B documents (which meet Government of Canada requirements).

Participants in the pilot project will not incur any costs for the use of the epost Connect service.

Please note that a Canadian mailing address is required to use the epost Connect service. Should this be an issue for you, please contact us and we will be pleased to provide a work-around procedure to ensure you can still participate.

Benefits to businesses

Sending bid submission files via epost Connect means:

- a faster and more efficient bid submission process
- a green alternative to submitting paper files in-person, by mail or fax to a Bid Receiving Unit office
- a time and date stamp record for the upload of files in epost Connect

How to participate

Please confirm your participation to PSPC's Bid Receiving Unit at: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.

Once you have confirmed your participation, the Bid Receiving Unit will explain the next steps and invite you to create an epost Connect account.

IMPORTANT: If you decide not to participate using an epost Connect account, you are still invited to bid. The regular methods for bid submissions that are outlined in the solicitation document (courier, in person) are still available.