



REQUEST FOR STANDING OFFERS (RFSO)

“Standing offers for web and digital communications advice services”

for the Canadian Space Agency (CSA)

**Bid Submission Deadline:
September 17 at 10:00 AM (EDT)**

Submit Bids to the Canadian Space Agency by:

FAX : 819-997-9776

or

E-Post Connect: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

For the attention of : Alexandre Gentile

Reference: CSA File No. **9F015-20200102**

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



September 2nd, 2020



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Introduction

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PART 1 - GENERAL INFORMATION

1. Summary

The CSA's Communications and Public Affairs Directorate is seeking a firm with the resources and experience to provide specialized advice services in the fields of Web and digital communications.

- Web and digital communications strategist expertise;
- Web performance (search engine optimization (SEO), analysis, indexing);
- Website optimization and improving the user's experience (UX);
- Measuring and analyzing Web traffic;
- Strategic advice on digital communications;
- Development of statements of requirements for various products for websites;
- Evaluation of websites and digital media;
- Website promotion and interactive marketing.

A standing offer will be issued in response to this request for standing offer. This standing offer will be offer to the firm who will meet the mandatory criteria and who will obtain the highest score for technical and financial evaluation. The amount for the standing offer will be \$ 75,000.00 before taxes, per year.

- A Standing Offer is an arrangement to provide goods and services at prearranged prices with set terms and conditions, for specific periods of time on an "as requested" basis.
- A Standing Offer is not a contract.
- An order against a Standing Offer is a "call-up".
- Each call-up is a separate contract between the Crown and the supplier.
- A call-up does not involve any negotiations. Acceptance by the Crown of the supplier's offer is unconditional.

For the purposes of this RFSO, all references to "**Contract**" in the clauses and conditions herein, including those incorporated by reference, shall designate the "**Standing Offer**".

- **Period of the Standing offer**
Standing offer initial period is for one (1) year starting from standing offer award date.
- **Option to Extend the Standing offer**
The Contractor grants to Canada the irrevocable option to extend the term of the **Standing offer** by up to four (4) additional one (1) year periods under the same conditions.

2. Security Requirement

There are no security requirements associated with this requirement.

3. Trade agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

4. The 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)

5. Debriefings

After standing offer 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. 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 standing offer.



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 standing offer.

1.1. SACC Manual Clauses

The document 2006 (2020-05-28) - Standard Instructions - Request for Standing Offers - 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/1/2006/24>

2. Submission of Bids

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 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

Bids must be submitted ONLY TO:

- ❖ By the epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

Epost connect service information: Section 08 (2019-03-04) - Transmission by epost Connect of document 2006 (2020-05-28) – Standard Instructions - Goods or Services - Competitive Requirements

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24#transmission-by-facsimile>

Or

- ❖ By fax at 819-997-9776

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

DO NOT COPY THE CONTRACTING AUTHORITY

Proposals sent in person, by regular mail or by Email (with the exception of Epost Connect from Canada Post) 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.

4. Applicable Laws

Any resulting standing offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **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.

5. Basis for Canada's Ownership of Intellectual Property

The Canadian Space Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting standing offer will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Standing offer, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;



PART 3 - BID PREPARATION INSTRUCTIONS

- Bid Preparation Instructions

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Prices must appear in the financial offer 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) format;
- b) use a numbering system that corresponds to that of the Request for proposal

❖ If Submitted by fax

1 copy with 3 distinct sections

❖ If Submitted by epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

3 separate documents

Section I: Technical Bid

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

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

The technical 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 the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Standing offer, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

Bidders should review Contract Cost Principles 1031-2 (2012-07-16) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs.

Bidders must submit their financial bid in accordance with the Basis of Payment and the **Annex B** - Pricing. The total amount of Goods and Services Tax must be shown separately, if applicable.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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

- Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the offers.

Offers will be evaluated in three steps, as described below.

Step #1 : The offers will first be selected in accordance with the mandatory requirements defined in Table 1 below.

Step #2 : Compliant offers will then be evaluated against the point-rated technical criteria according to the scale in Table 2 below.

Step #3 : It will be determined which responsive offers offer the best value for money in accordance with the evaluation method shown below.

Step #1 : Mandatory requirements

Mandatory requirements in the table will be evaluated according to the compliant/non-compliant method. Offers must include the necessary documentation to demonstrate compliance with the mandatory requirements set out in Table 1.

Table 1 – Mandatory requirements

The bidder **MUST** meet both of the following two criteria for their service proposal to be deemed eligible. Failure to meet one of the criteria will result in automatic rejection of the proposal. In the event of a rejection, the rated criteria will not be assessed.

| Mandatory requirement | Description | Compliant/Non-compliant |
|-----------------------|--|-------------------------|
| 1 | <p>This requirement requires the expertise described in Table 3 below.</p> <p>It is not necessary that each resource of the bidder be specialized in all fields, but they MUST collectively cumulate experience in the following fields: Web performance and optimization, Web statistics, strategic advice in terms of digital communications. (See table 3 for descriptions)</p> <p>The bidder MUST present specialized resources having each acquired a minimum of two (2) years of experience in one or more field(s) during the last three (3) years.</p> <p>The number of proposed resources is at the discretion of the bidder. Resources MUST collectively accumulate experience in all fields.</p> | |



| | | |
|----------|--|--|
| 2 | <p>As part of their proposal, the bidder MUST provide résumé(s) of all proposed resource(s) and identify the role of each resource. The experience listed in the résumé(s) MUST demonstrate where and how such relevant experience was obtained. A resource whose résumé is missing will not be considered within the scope of the evaluation.</p> <p>We recommend restricting CVs to the last five (5) years and to two (2) pages per resource.</p> | |
|----------|--|--|

Step #2 : Point-rated technical criteria

Offers will be evaluated against the point-rated criteria in Table 2.

Table 2 – Rated Technical Criteria

| RATED TECHNICAL CRITERIA | Score | Maximum Score |
|--|-------|---------------|
| <p>C1 – Resource experience</p> <p>The bidder must present projects completed by the proposed resources for each of the fields of expertise (see Table 3). At least one (1) project per resource must be submitted. Collectively, the resources must have experience in all of the fields.</p> <p>The score for this criterion will be adjusted according to the following ratio:</p> $\text{Score X} = \frac{\text{Number of resources who participated in one website project for the Government of Canada.}}{\text{Total number of proposed resources.}}$ <p>Each of the projects presented must include all of the following elements.*</p> <ul style="list-style-type: none"> • the name of the project • a description of the work done by the resource, including the level of responsibility and the outcome • the name and contact information of the client (including email and phone number) • the execution dates (project start date and date of delivery to the client) • a Web link to the work done by the resource <p>* If one of these elements is missing only 25% of the points for this project will be awarded.</p> | | 300 |

| RATED TECHNICAL CRITERIA | Score | Maximum Score |
|--|-------|---------------|
| <p>C2 – Bidder’s references</p> <p>Provide three (3) clients for whom the bidder has executed at least one project over the last five (5) years in the fields set out in Table 3. A bid must include all of the fields. If two (2) projects fall under the same field, the better of the two will be used for scoring purposes.</p> <p>Each of the references must include all of the following elements.*</p> <ul style="list-style-type: none"> • the name and contact information (including email and phone number) • the name of the project • a description of the project, including the bidder’s level of responsibility and the outcome • the execution dates (project start date and date of delivery to the client) • a Web link to the work done <p>* If one of these elements is missing only 25% of the points for this project will be awarded.</p> | | 300 |
| Total | | 600 |
| Score out of 75 | | 75 |

Table 3 – Scoring Grid for Fields and Descriptions

Point-rated criteria C1 and C2 – The rating scale for each of the fields is available in Table 4.

| CODE | FIELDS | DESCRIPTIONS | SCORE | MAXIMUM SCORE |
|--------------------|------------------------------|--|-------|---------------|
| | | Each field must include at least one (1) element set out in this column. Elements in bold must be demonstrated in the bid. | | |
| D1 | Performance and optimization | Carry out user tests , webpage analysis, search engine optimization (SEO), website indexation, improving the user’s experience (UX), interviews and user tests, digital marketing, website and digital communications evaluation and promotion, digital content creation. | | 100 |
| D2 | Statistics | Measure and analyze Web traffic and digital media , analyze monitoring reports, develop statistical reports with different tools (Google, Adobe). | | 100 |
| D3 | Strategic advice | Act as a Web and digital communications strategist , develop digital communications strategies, make recommendations in terms of digital communications, develop reports, develop statements of requirements for various products for the website. | | 100 |
| Total score | | | | 300 |

Table 4 – Rating Scale for Fields and Descriptions

| POINTS | DESCRIPTION |
|---------------|---|
| 0 | None of the description elements for the field can be found in the bid. |
| 25 | Only one of the description elements for the field can be found in the bid. |
| 50 | Less than half of the description elements for the field can be found in the bid. |
| 75 | Half or more of the description elements for the field can be found in the bid. |
| 100 | All of the description elements for the field can be found in the bid. |



Step #3 : Selection method and recommendation for the award of subsequent standing offers

A standing offer will be issued with respect to this request for standing offers in the amount of \$75,000 per year to the firm which have met the mandatory evaluation criteria and have obtained the highest scores in the technical and financial evaluations.

The price submitted refers to the amount for the five years.

- **Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the best score for the technical evaluation
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75 % for the technical merit and 25 % for the price.
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 75 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25 %
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
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 standing offer.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equals 75 and the lowest evaluated price is \$55,000.

| Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%) | | | |
|--|-------------------------------|--------------------------------|--------------------|
| Bidder | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | 68 / 75 | 53 / 75 | 55 / 75 |
| Bid Evaluated Price | C\$75 000 | C\$65 000 | C\$55 000* |
| | | | |
| Calculations | Technical Merit Points | Price Points | Total Score |
| Bidder 1 | 68 / 75 | $55K^* / 75K \times 25 = 18$ | 86 |
| Bidder 2 | 53 / 75 | $55K^* / 65K \times 25 = 21$ | 74 |
| Bidder 3 | 55 / 75 | $55K^* / 55K^* \times 25 = 25$ | 80 |

* represents the lowest evaluated price

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a standing offer.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 standing offer 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 Standing offer.

1. Certifications Required with the Bid

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

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 standing offer award.

Canada will also have the right to terminate the Standing offer for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Standing offer.

1.2 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 standing offer award.

1.2.1 Definitions

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

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



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

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

1.2.2 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.

1.2.3 Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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

1.3 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, **must provide a complete list of names of all individuals who are currently directors** of the Bidder. (See Annex C - Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, **must provide 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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a standing offer 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.

1.6 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 standing offer.

1.7 Procurement Business Number

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



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

Procurement Business Number (PBN): _____

1.8 Certification

Compliance with the certifications provided by the Contractor in its bid is a condition of the Standing offer and subject to verification by Canada during the term of the Standing offer. 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 Standing offer, to terminate the Standing offer for default.

CERTIFICATION SIGNATURE

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

- 1.1. Federal Contractors Program for Employment Equity - Bid Certification
- 1.2. Former Public Servant
- 1.3. Ineligibility and Suspension Policy
- 1.4. Integrity Provisions – List of Names
- 1.5. Status and Availability of Resources
- 1.6. Education and Experience
- 1.7. Procurement Business Number
- 1.8. Certification

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a standing offer, it will accept all the terms and conditions set out in the resulting standing offer clauses included in the bid solicitation.

Signature

Date

Name (print or type) of person authorized to sign on behalf of the Organization

Phone : _____

E-Mail : _____

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005 \(2017-06-21\), General Conditions - Standing Offers - Goods or Services](#)
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

2. Statement of Work

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

3. Security Requirements

There are no security requirements associated with this requirement.

4. Standard Clauses and Conditions

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

4.1. The document 2005 (2017-06-21) - Standard Instructions - General Conditions - Standing Offers - Goods or Services are incorporated by reference into and form part of the Standing Offer.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

4.2. Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

5. Term of Standing offer

Standing offer initial period is for one (1) year starting from standing offer award date.

5.1 Option to Extend the Standing offer

The Contractor grants to Canada the irrevocable option to extend the term of the Standing offer by an additional four (4) one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Standing offer, it will be paid in accordance with the applicable provisions as set out in appendix B Terms of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Standing offer expiry date.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a standing offer amendment.

6. Contracting Authority - Standing Offer Authority

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: alexandre.gentile@canada.ca

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

7. Project Authority and Identified Users

Canadian Space Agency

Name: *To be inserted at standing offer award.*

**Title: Head, IP Management & Technology Transfer
Space Science and Technology
Intellectual Property**

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

Telephone: (450) 926-xxxx

E-Mail: xxx.xxx@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer amendment issued by the Contracting Authority.

8. Technical Authority and Identified Users

Canadian Space Agency

Name: *To be inserted at standing offer award.*

Title: *To be inserted at standing offer award.*

Space Science and Technology

Intellectual Property

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

Telephone: (450) 926-XXX

E-Mail: xxx.xxx@canada.ca

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer amendment issued by the Contracting Authority.

9. Identified Users

The Identified Users will provide the contractor with a description of the Work to be performed in sufficient detail to enable the contractor to submit a price for the completion of the work, prior to commencement of work.

10. Call-up Instrument

The Work will be authorized or confirmed by the Standing Offer Authority using form 942, Call-up Against a Standing Offer

11. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$75K (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. Replacement of specific individuals

1. If specific individuals are identified in the Standing offer to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Standing offer, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.



3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Standing offer.

13. Proactive Disclosure of Contracts with Former Public Servants

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

14. 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.

Contractor Performance Evaluation Report Form is used to record the performance. See Annex D.

15. Applicable laws

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

16. Office of the Procurement Ombudsman clause

- **Clause for solicitation documents and regret letters for unsuccessful bidders**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal standing offers under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal standing offer below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the [OPO website](#).

- **Contract Clauses - Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Standing offer, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

- **Contract clause – 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 complainant respecting the administration of the Standing offer 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

17. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to standing offer award, and the ongoing cooperation in providing additional information are conditions of the Standing offer and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Standing offer.

B. RESULTING CALL-UPS CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

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

2.1. General Conditions:

2035 (2020-05-28), Higher Complexity Services
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/18>

3. Term of Call-up

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Basis of Payment - Limitation of expenditure

The Contractor will be paid for Work performed pursuant to each approved call up against a Standing Offer, in accordance with **Annex "B"**, Basis of Payment.

5. Limitation of expenditure

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

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

whichever comes first.

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



6. Travel and Living Expenses

No travel expenses will be reimbursed.

7. Invoicing Instructions

The Contractor must submit invoices for each call up against the Standing Offer. Each invoice must indicate whether it covers partial or final delivery.

By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Standing Offer.

Invoices cannot be submitted until all work identified in the invoice is completed and approved by the Project Authority.

Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the following address for certification and payment
asc.facturation-invoicing.csa@canada.ca
- b) One (1) copy must be forwarded to the Project Authority

8. Electronic Payment of Invoices

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at : <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>

9. Applicable Laws

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

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

ANNEX A

STATEMENT OF WORK (SOW)

WEB AND DIGITAL COMMUNICATIONS ADVICE SERVICES Canadian Space Agency

1. Context

By providing effective communication services, the Communications and Public Affairs Directorate provides the CSA with ongoing support to carry out its mandate. To carry out its mandate, the Directorate sometimes turns to the private sector for electronic communications services.

The Directorate is acknowledging the Government of Canada's commitment to providing more accessible, user-focused and interoperable websites by adapting its website to the Web Standards for the Government of Canada ([Standard on Web Accessibility](#), [Standard on Web Usability](#), [Standard on Web Interoperability](#)).

2. Objectives

The CSA's Communications and Public Affairs Directorate is seeking a firm with the resources and experience to provide specialized advice services in the fields of Web and digital communications.

- Web and digital communications strategist expertise;
- Web performance (search engine optimization (SEO), analysis, indexing);
- Website optimization and improving the user's experience (UX);
- Measuring and analyzing Web traffic;
- Strategic advice on digital communications;
- Development of statements of requirements for various products for websites;
- Evaluation of websites and digital media;
- Website promotion and interactive marketing.

3. Scope of Work

The firm must be able to:

- Make recommendations and provide strategic advice for optimizing use of the CSA's website and digital communications;
- Draft Web and digital communications strategies;
- Measure and analyze Web statistical reports, including the performance of videos on the various digital platforms;
- Conduct evaluations of the CSA's website, including analysis and improving the user's experience (UX);
- Carry out user tests to annually respond to the Task Success Indicator Report requested by the Treasury Board Secretariat;
- Develop Web promotion and interactive marketing plans;
- Develop and write statements of requirements for products that may be posted on the website;
- Prepare plans to create and optimize content, including writing content;
- Occasionally, coordinate some specific projects.

4. Call-up procedures

The following modalities apply to and form part of any call-up resulting from the standing offer:

- The CSA project authority communicate the needs to the supplier.
- The supplier must prepare the estimate of the work in the form of a proposal.
- The work must be completed in accordance with the call-up against the standing offer.

5. Products and Services

The firm will be responsible for delivering top-quality products and services satisfactory to the CSA. All project documents (source and final files, code, etc.) must be given to the CSA project officer; the firm shall not keep any copies. All of the documents and services related to the project will become the intellectual property of the CSA.

6. Project Control

The CSA project officer must be informed immediately, in the most efficient manner (phone/cellphone or email), of any problem or delay that could have an impact on service delivery.

7. Conduct of the Work

Requirements for the conduct of work during the term of the standing offer:

- a) Language – Resources participating in the project must be fluent in French and English.
- b) Confidentiality – The firm and its resources undertake to keep the information they have access to during the mandate confidential.
- c) Deliverables – The following deliverables will be the responsibility of the firm: professional services proposal, work schedule, written reports of meetings and interviews, report containing their recommendations as well as other tasks listed in the scope of work, presentation of the final report in person.
- d) Travel – The firm's project officer will work closely with the Communications and Public Affairs Directorate's project authority and will occasionally have to visit the CSA's head office, located at 6767 Route de l'Aéroport, Saint-Hubert, Quebec, during regular business hours (between 9 a.m. and 5 p.m., Eastern Time) on regular business days (Monday to Friday). The CSA does not cover any travel expenses for the firm (project officer) or its resources.
- e) Days and hours of work – The resources' regular days and hours of work will be Monday to Friday, 9 a.m. to 5 p.m. (Eastern Time). The firm and its resources may be required to work on weekends, after regular business hours or on statutory holidays to deliver products with very tight lead times.
- f) Place of work – The resources will work in the bidder's offices, but they may work in the CSA's offices under certain circumstances.

ANNEX “B”

Basis of Payment

Pricing



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

The Bidder must submit its quoted firm all inclusive rates for each of the periods of the Standing Offer

The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) or Harmonized Sales Tax (HST), excluded

During the period of the Standing offer, the Contractor will be paid as specified below, for Work performed in accordance with a call up against the Standing Offer.

Your unit rates will be multiplied by the annual estimated quantities (For financial evaluation purposes only) and added to give the total evaluated price

650 estimated hours per year

x 5 years

= Total cost (Financial proposal)

Pricing table

- **Firm hourly rate for service delivery, including travel expenses, if applicable, and before taxes**

| | Initial period (One year period starting from the award date) | 1 st option year | 2 nd option year | 3 rd option year | 4 th option year |
|---------------------|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Consulting services | _____ \$/hour | _____ \$/hour | _____ \$/hour | _____ \$/hour | _____ \$/hour |

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 | |
| | |
| NEA de l'entreprise / Company's PBN number | |
| | |
| Numéro de l'appel d'offre / Request for proposal's number | |
| | |
| Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name | |
| 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

| PERFORMANCE EVALUATION REPORT | | | |
|--|---------------------------------------|------------------------------------|-----------------------|
| <p>Upon fulfillment of a standing offer, 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 contracting agent responsible.</p> | | | |
| Name of contractor: | | Standing offer completion date: | |
| Name of project authority/technical authority: | | Branch: | |
| Standing offer no.: | | Project name: | |
| *Supplier | | | |
| Rating scale: | 10 – 9: Excellent 8 – 7: Very Good | 6 – 5: Satisfactory 4 – 3: Poor | 2 – 1: Unsatisfactory |
| 1. Did the supplier provide consultants with the education, accreditation and experience indicated in the standing offer? | 10 9 8 7 6 5 4 3 2 1 | Comments: | |
| 2. Please rate the overall quality of the services provided by this supplier. | 10 9 8 7 6 5 4 3 2 1 | Comments: | |



| | |
|--|----------------------|
| <p>3. Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the standing offer, and the supplier's ability to meet deadlines.</p> | 10 9 8 7 6 5 4 3 2 1 |
| <p>4. Was the work performed in accordance with the requirements specified in the statement of work?</p> | 10 9 8 7 6 5 4 3 2 1 |
| <p>5. Please rate the quality of communication between the department and the supplier.</p> | 10 9 8 7 6 5 4 3 2 1 |
| <p>6. Were all administrative documents received in accordance with the requirements of the standing offer?</p> <p>Administrative documents can include but are not limited to:</p> <ul style="list-style-type: none"> a. Invoices b. Progress reports c. Reports on use or business volume d. Meeting agendas and minutes e. Documentation and quality of work | 10 9 8 7 6 5 4 3 2 1 |
| <p>TOTAL</p> | <p>/60</p> |

Overall Rating

Excellent: 54 and over

Very Good: 42 to 53

Satisfactory: 30 to 41

Poor: 18 to 29

Unsatisfactory: 18 or less

ANNEX “E”

E-Post 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.