



REQUEST FOR PROPOSAL (RFP)

CSA OPEN DATA PORTAL EVOLUTION

**Bid Submission Deadline:
January 5, 2020 at 10:00 AM (EST)**

Submit Bids to:
Canadian Space Agency

By facsimile : 819-997-9776

Or by E-Post Connect:

TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

* Please note that proposals sent by email directly to the Contracting Authority will not be accepted.

Reference: CSA File No. **9F032-20200215-D**

For the attention of : Rafael Uribe

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



December 15, 2020

TABLE OF CONTENTS

Introduction

The bid solicitation is divided into six (6) parts plus annexes, as follows:

- Part 1 **General Information:**** provides a general description of the requirement;
1. Introduction
 2. Summary
 3. Security Requirement
 4. Trade Agreements
 5. Debriefings
 6. Communication notification
 7. Epost Connect service
 8. List of invited Bidders
- Part 2 **Bidder Instructions:**** provides the instructions, clauses and conditions applicable to the bid solicitation;
1. Standard Instructions, Clauses and Conditions
 2. Submission of Bids
 3. Enquiries - Bid Solicitation
 4. Applicable Laws
- Part 3 **Bid Preparation Instructions:**** provides Bidders with instructions on how to prepare their bid;
1. Bid Preparation Instructions
 - Section I: Technical bid
 - Section II: Financial Bid
 - Section III: Certifications
- Part 4 **Evaluation Procedures and Basis of Selection:**** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
1. Evaluation Procedures
 2. Technical Evaluation
 3. Financial Evaluation
 4. Basis of Selection
- Part 5 **Certifications and Additional Information:**** includes the certifications and additional information to be provided; Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
1. Certifications Required with the Bid
- Part 6 **Resulting Contract Clauses:**** includes the clauses and conditions that will apply to any resulting contract.
1. Priority of Documents
 2. Statement of Work
 3. Standard Clauses and Conditions



4. Security Requirements
5. Contract Period
6. Basis of Payment
7. Pre-Authorized travel and living expenses
8. Method of payment – Monthly Payment
9. Time Verification
10. No responsibility to pay for work not performed due to closure of government Offices
11. Invoicing Instructions
12. Electronic payment of invoices
13. Applicable Laws
14. Authorities
15. Performance Evaluation
16. Compliance
17. Proactive Disclosure of Contracts with Former Public Servants
18. Insurance Requirement
19. Minimum work guarantee
20. Professional Services – General
21. Safeguarding electronic media
22. Representations and warranties
23. Clause for solicitation documents and regret letters for unsuccessful bidders
24. Contract clauses – Dispute resolution
25. Contract clause – contract administration
26. Limitation of Liability - Information Management or Information Technology

List of Annexes:

- Annex “B” – Basis of payment
- Annex “C” - Statement of Work (SOW)
- Annex “D” - Security Requirements Check List (SRCL)
- Annex “E” - Performance Evaluation Form
- Annex “F” – Bid Evaluation Criteria
- Annex “G” – Epost Instructions
- Annex “H” - Integrity Form



PART 1 - GENERAL INFORMATION

1. Introduction

The work to be performed is detailed under Annex “C” Statement of Work or Requirement.

This bid solicitation # **9F032-20200215-D** is divided into six parts plus annexes and attachments, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions : provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes and attachments include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Client Satisfaction Form, the EPOST Instructions and the Bid Evaluation Criteria.

2. Summary

This bid solicitation is being issued to obtain the professional services of specialists to increase the ease of discovery, access and use of CSA data through the enhancement of CSA data portal, metadata and structure of datasets and associated micro applications.

The work to be performed is detailed under Annex “C” Statement of Work.

- **Period of the Contract**

From the award date to March 31, 2021

- **Work location**

All of the consultative work will be done remotely, since most CSA employees are not in the CSA headquarters or other CSA sites, but rather working from their homes.

- **Travel**

No travel expenses will be reimbursed.



- **Maximum funding**

The funding available for the Contracts resulting from the bid solicitation is \$60,000.00 (taxes are extra).

Number of Resources : 1 or 2

Stream : Programmer/Analyst

Level of expertise : Junior, between 2 and 5 years of relevant experience.

Supplier Security Clearance : Reliability Status

Document Safeguarding : Protected B

Region/Metropolitan : Montreal

Aboriginal Suppliers Only : No

Estimated Requirement Dollar Value Range : 0\$ - CCFTA (100,000.00\$)

Resource Category	Level of Expertise	Estimated Number of Resources Required
Programmer/Analyst	Junior	1 or 2

3. Security Requirement

There is a security requirement associated with this requirement. For additional information, see Part 6 – Resulting Contract Clauses and annex D – Security Requirements Check List. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.

- a. At the date of bid closing, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 6 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 6 – Resulting Contract Clauses;
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

4. Trade Agreements

The requirement is not subject to the provisions of any trade agreements.

5. Debriefings



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

6. Communication 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.

7. 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://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>



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.

The 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

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.

"Due to the present situation with the spread of the coronavirus disease (COVID-19), bidders must use the EPost connect service or the facsimile (819-997-9976) before the date and time indicated on the first page of the bid solicitation. Paper submissions will not be accepted. "

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 (2020-05-28) - Transmission by epost Connect of document 2003 (2020-05-28) – Standard Instructions - Goods or Services - Competitive Requirements

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

Or

- ❖ Facsimile: 819-997-9776

Submissions sent by email (with the exception of epost connect from Canada Post), regular mail or in person will not be accepted. Do not copy the contract authority when sending the bid.

3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority rafael.uribe@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 contract 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.



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

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

❖ If Submitted by Facsimile

3 separate documents

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

3 separate electronic documents

a. Submission of Only One Bid:

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

b. Joint Venture Experience:

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.



SECTION I: Technical bid

The technical bid consists of the following:

- i. **Substantiation of Technical Compliance:**

The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid. Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- ii. **For Proposed Resources:** The technical bid must include résumés for the resources. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
 - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials.
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials.
 - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.



- E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience **by explaining the responsibilities and work performed by the individual while in that position**. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- iii. **Customer Reference Contact Information:**
- A. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm, if requested by Canada, the facts identified in the Bidder's bid.
- B. The form of question to be used to request confirmation from customer references is as follows:
An example of a question sent to a referenced customer:
"Has [the Bidder] provided your organization with [all services and / or deliverables agreed in the contract]?"
 Yes, the Bidder has provided my organization with the services described above.
 No, the Bidder has not provided my organization with the services described above.
 I am unwilling or unable to provide any information about the services described above.
- C. For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

SECTION II: Financial bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single,



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- firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
 - c. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

SECTION III: Certifications

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.
 - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

2. Technical evaluation

a. **Mandatory experience: (See Annex F)**

The proposed resource must demonstrate between 2 and 5 years of relevant experience to the statement of work.

b. **Point-Rated Technical Criteria (See Annex F):**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex “F” - Bid Evaluation Criteria.



c. Reference Checks :

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.

3. Financial evaluation

The need is estimated to **60 000\$**, Goods and Services Tax or Harmonized Sales Tax are extra. This disclosure does not commit Canada to pay the maximum funding available.

Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation.

The amount of hours needed for this request being unknown, for evaluation purposes only, we will evaluate financial proposals using an estimated average of 70 days to complete the project.

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

4. 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 minimum pass mark in the Point-Rated Technical Criteria (RTC) having a minimum passing mark.
2. Bids not meeting (a) or (b) or (c) 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 80 % for the technical merit and 20 % for the price.



4. To establish the technical merit score, the overall technical score for each responsive bid will be prorated against the maximum number of points available and the ratio of 80 %.
Where:
Maximum number of points available = 36 (see Annex F)
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %. Where Total price of the bid will be calculated as the addition of the total price of all the categories (excluding taxes).
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 contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 160 and the lowest evaluated rate is \$75.000.

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	150/160	145/160	130/160
Bid Evaluated Price	C\$98.000	C\$80.000	C\$75.000*
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$(150 / 160) \times 80 = 75$	$(75.000^* / 98.000) \times 20 = 15.3$	90.3
Bidder 2	$(145 / 160) \times 80 = 72.5$	$(75.000^* / 80.000) \times 20 = 18.75$	<u>91.25</u>
Bidder 3	$(130 / 160) \times 80 = 65$	$(75.000^* / 75.000^*) \times 20 = 20$	85

* represents the lowest evaluated price



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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 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. Certifications Required before contract award

Bidders **MUST** submit the following duly completed certifications as part of their bid or before a contract award.

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 \(ESDC\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) - [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 contract award.

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 contract 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 () – To be completed by the bidder

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 () - To be completed by the bidder

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

- 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 H - 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 H - Integrity Form**).
- Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1.5 Status and availability of resources

a. Professional Services Resources

- By submitting a bid, the Bidder certifies that, if it is 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.

For a contract(s) estimated at \$400K or less ONLY, the following applies:

- Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
 - Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.
- By submitting a bid, 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.
 - If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, 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. Failure to comply with the request may result in the bid being declared non-responsive.



b. Security Clearance

Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:

Name of individual as it appears on security clearance application form: _____

Level of security clearance obtained: _____

Validity period of security clearance obtained: _____

Security Screening Certificate and Briefing Form file number: _____

If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

c. Certification of Language

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in either official languages of Canada (French and/or English). The individual(s) proposed must be able to communicate orally and in writing in French and/or English without any assistance and with minimal errors.

The final documents and/or deliverables will be produced in both official languages.

At the evaluation of the bids, **preference will be granted** to bids proposing bilingual resources. The CV must clearly indicate whether the proposed resources are bilingual or unilingual.

1.6 Procurement Business Number

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

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

Procurement Business Number (PBN): _____

1.7 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. 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. Procurement Business Number
- 1.7. Certification

Signature

Date

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

Phone : _____

E-Mail : _____



PART 6 - RESULTING CONTRACT CLAUSES

1. Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- A. the Articles of Agreement; including any individual SACC clauses incorporated by reference in the contract;
- B. General Conditions:
 - o **2010B (2020-05-28)**, Professional Services (Medium Complexity)
- C. Annex B, Basis of payment
- D. Annex C, Statement of Work
- E. Annex D, Security Requirements Check List (SRCL)
- F. Annex E, Performance Evaluation Form
- G. the Contractor's proposal dated [_____] [*insert date of bid*], as amended [_____] [*insert date(s) of amendment(s) if applicable*].

2. Statement of Work

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

3. 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>

3.1 General conditions

2010B (2020-05-28), Professional Services (Medium Complexity) – Services, apply to and form part of the contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/active>

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.



6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Security Requirements

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved Document Safeguarding at the level of **protected B**, issued by the CSP of the ISS, PSPC
2. The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP/ISS/PSPC
3. The Contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP/ISS/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP/ISS/PSPC
5. The contractor/offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex D
 2. Industrial Security Manual (Latest Edition)

5. Contract Period

From the award date until march 31/2021

6. Basis of Payment - Limitation of expenditure

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

a. Limitation of expenditure

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



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.

7. Pre-Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

8. Method of payment – Monthly Payment

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

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

9. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

10. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- I. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- II. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

11. 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 is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;



(d) a copy of the monthly progress report.

Invoices must be distributed as follows:

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

CANADIAN SPACE AGENCY
9F032 – FINANCIAL SERVICES
Information management
6767 Route de l'Aéroport
Saint-Hubert (Québec) J3Y 8Y9, CANADA

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

One (1) copy must be forwarded to the Project Authority

12. 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>

13. 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.

14. Authorities

a. Contracting Authority

The Contracting Authority for the Contract is:

Rafael Uribe
Procurement and Contract Administration
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9
Telephone: (450) 926-4492
E-Mail: rafael.uribe@canada.ca

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



b. Technical Authority

Name: *To be inserted at contract award.*

Title: Project Management

Information Management

Canadian Space Agency

Address: 6767, Route de l'Aéroport

St-Hubert, Québec, J3Y 8Y9

Telephone: (450) 926-XXXX

E-Mail: xxxxx.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.

c. Contractor's Representative

The Contractor's Representative for the Contract is:

Name: *(To be inserted at contract award)*

Contractor:

Telephone:

E-Mail:

15. 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 E.

16. Compliance

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

17. 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.

18. Insurance Requirements

- a. [] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. Client(s): Under the Contract, the "Client" is The Information Technology division of the Canadian Space Agency (CSA).



- c. Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. Defined Term : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract"local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

19. Minimum work guarantee

- a. In this clause,
 - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. "Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

20. Professional services – general

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.



- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).
 - c. Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
 - d. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
 - e. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

21. Safeguarding electronic media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the



Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

22. Representation and warranties

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract.

The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract.

The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

23. Recourse for suppliers with respect to the Procurement Process

- a. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.
- b. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts.
- c. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

24. 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 Contract, 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 <http://opo-boa.gc.ca/>

25. 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 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.

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 <http://opo-boa.gc.ca/>.

26. Limitation of liability – information management/information technology

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.
 - vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



ANNEX "B"

BASIS OF PAYMENT



ANNEX B - 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 rates specified below include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work required to be performed within the Supplier's place of business and the 6767 route de l'Aéroport, Saint-Hubert, Quebec, J3Y 8Y9.
- b. travel between the successful Supplier's place of business and the 6767 route de l'Aéroport, Saint-Hubert, Quebec, J3Y 8Y9; and
- c. the relocation of resources

These expenses cannot be charged directly and separately from the professional fees.

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

	Firm Daily rates (\$)
Programmer/Analyst - Junior Contract award to march 31st 2021 Name of the proposed resource(s):	

Definition of a Day/Proration

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

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



ANNEX “C”

STATEMENT OF WORK (SOW)



FOR THE REQUIREMENT OF

1 or 2 Intermediate Programmer(s)/Analyst, for an estimated level of effort of 70 days.

Specialties :

Python, CKAN, Javascript, HTML, CSS, FLASK.

1. BACKGROUND

Canada's recent Space Strategy illustrates how Canada seeks to create a vibrant and sustainable space sector anchored by a whole-of-government effort that harnesses the potential of space to solve challenges, explore, inspire and innovate.

The Canadian Space Agency's (CSA) Data Strategy builds on those commitments to ensure that industry, government, researchers and the public can access and use the space data they need.

In order to facilitate access and offer a transparent approach to CSA data that reside outside its control, a portal is being created as a hybrid solution between CSA-hosted, Government-of-Canada-hosted and partner-hosted data. To facilitate value creation from CSA data and to allow adaptation to the evolving Government of Canada ecosystem of data platforms, this portal will include APIs, algorithms, software and example value-added products.

In addition, public dissemination of data, with peaks and troughs on demand, is particularly well suited to the elasticity afforded by cloud infrastructures. CSA datasets used in key data dissemination efforts will be migrated to a public cloud.

2. OBJECTIVES

The objectives of this contract are to increase the ease of discovery, access and use of CSA data through the enhancement of CSA data portal, metadata and structure of datasets and associated micro applications.

3. CONTRACTOR ROLE AND TASKS

Generalities

- a. Specific tasks, activities, deliverables, and project timelines or milestones will be determined by the CSA Technical Authority.
- b. Bidders may be required to participate in interviews during the RFP process to validate declared experiences.
- c. All of the consultative work will need to be done remotely, since most CSA employees are not in the CSA headquarters or other CSA sites, but rather working from their homes due to Covid-19.
- d. The contractor must submit all scheduled and requested deliverables and amendments to the CSA Technical Authority (or this person's due designate) in one of Canada's official languages. Portions of the deliverables are required in both official languages as the data portal and associated published elements must be made available in both official languages, as identified in the deliverables sections of the present statement of work..

Role

The purpose of the contract is to obtain the professional services of specialists for the enhancement of the CSA data portal and associated data centric micro applications. This is a punctual need for expertise not available and not being developed at CSA.

Tasks

1. Refine requirement definitions through consulting stakeholders.
2. Plan or design the implementation of requirements.
3. Implement the requirements through
 - 3.1. the creation and alteration of code
 - 3.1.1. Python
 - 3.1.1.1. Including Dash, Flask, CKAN frameworks
 - 3.1.2. CSS
 - 3.1.3. HTML
 - 3.1.4. JavaScript
 - 3.1.5. Json
 - 3.1.6. Shell
 - 3.2. the publication of code to repositories
 - 3.3. the testing of code
 - 3.4. the deployment of the code to servers
 - 3.5. the modification or addition of metadata
 - 3.6. the processing or conversion of data
 - 3.7. the optimization of cloud infrastructure.
4. Validate implementation with stakeholders and update requirements.
5. Ensure implementation abides by Government of Canada Policies and Directives and associated tools, including
 - 5.1. [Policy on Service and Digital](#)
 - 5.2. [Directive on Service and Digital](#)
 - 5.3. [Guideline on Making Information Technology Usable by All](#)
 - 5.4. [Standard on Web Accessibility](#)
6. Extensively test the implementation for performance, conformity and security

Tools, documentation and support provided by CSA Project Manager/ Technical Authority

1. [Existing CKAN extension](#) and associated documentation
2. [Existing CSA micro-applications](#) and associated documentation
3. List of required translation and accessibility improvements required.
4. Access to a cloud-based test server

4. DELIVERABLES

1. Enhanced CSA CKAN extension (code) including implementation of
 - a. Corrects translation and accessibility issues in CSA data portal
 - b. Implementation of an organization structure that reflects the CSA organization structure
 - c. Enhanced metadata fields reflecting CSA program structure
 - d. (Potential) Enablement of CKAN geospatial feature



- e. (Potential) Other improvements that will be identified
2. Code contribution to CKAN core projects ^{Error! Bookmark not defined.} to enhance accessibility, translation and conformity to Government of Canada Policies and Directives when not feasible through enhancing the extensions.
3. Enhanced Scisat and Alouette micro application code that corrects translation and accessibility issues in CSA data portal
4. Recoded CSA CKAN extensions to Python 3 for CKAN >2.9 compatibility
5. Documentation of all code deliverables and deployment steps (must be sufficient so as to allow use of all deliverables without contact with the contractor)
 - a. Code annotation
 - b. Installation and deployment instructions
 - c. Maintenance instructions

5. MEETINGS

Kick Off Meeting (KOM)

The contractor must support a KOM in the first week after Contract award. The Work must start when the contract starts, not waiting for the KOM to occur. The purpose of the KOM is to introduce the Contractor and CSA teams, review the scope of work, the schedule, the basis of payment and discuss any other topics as required. All key participants under the contract, including representatives from each major subcontractor if applicable, must attend.

Status Meetings

The contractor must, at a minimum, conduct meetings once every other week with CSA to review the status of the work and to resolve unforeseen and urgent issues. The selection of participants will depend on the nature of the issue. These meetings must be held by teleconference.



ANNEX D

SECURITY REQUIREMENTS CHECK LIST



ANNEX D - SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 20200215
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canadian Space Agency	2. Branch or Directorate / Direction générale ou Direction Office of the Chief Information Officer	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Professional services of specialists for the enhancement of the CSA data portal (public website) and associated data centric micro applications. Supplier would connect to CSA test server on Azure cloud through CSA network (hence reference to protected information)		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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COMMON-PS-SRCL#6



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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COMMON-PS-SRCL#6

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



COMMON-PS-SRCL#6



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Digitally signed by LowDecarie, Etienne Date: 2020.10.19 16:23:05 -04'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
514-208-0376		etienne.low-decarie@canada.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Dany Dufour	Agent Principal, Services de sécurité ministérielle	 Signature numérique de Dufour, Dany Date: 2020.10.20 09:13:32 -04'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
450-926-4769		dany.dufour@canada.ca	20 octobre 2020
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Jacques Saumur	Quality Assurance Officer	 Digitally signed by Saumur, Jacques O Date: 2019.10.30 08:07:07 -04'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
		jacques.saumur@tpsgc-pwgsc.gc.ca	



ANNEX E

PERFORMANCE EVALUATION REPORT



ANNEX E – PERFORMANCE EVALUATION REPORT

SA #:		Contract #:	
Contractor's Name:		Award Amt:	Award Date:
Contractor's Address:		Final Amt:	End Date:
		Total Spent:	
		TA Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Work:		Amendment History:	
Client Department:			
Project Authority		Procurement Authority	
Name:		Name:	
Telephone #:		Telephone #:	
e-mail:		e-mail:	
PWGSC Contracting Authority			
Name:			
Telephone #:			
e-mail:			
<p>1. How do you rate the Contractor's overall performance?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> below expectations <input type="checkbox"/> as expected <input type="checkbox"/> above expectations </p> <p>2. Resources</p> <p style="padding-left: 20px;"> a. Did the Contractor provide the resources as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Did the Contractor's resources conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>3. Replacement Resources</p> <p style="padding-left: 20px;"> a. Did the Contractor's request to replace the resources immediately after Contract Award? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA b. Did the Replacement Resources meet the requirements of the RFP? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA c. How many times were the Contractor's resources replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA </p> <p>4. Was the Contract completed within the predetermined:</p> <p style="padding-left: 20px;"> a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>5. Were the required Reports and Deliverables:</p> <p style="padding-left: 20px;"> a. In conformity with the Scope & Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>6. Contract Management</p> <p style="padding-left: 20px;"> a. Did the Contractor deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Did the Contractor submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No d. Did the Contractor submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No e. Did the Contractor respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA f. Did the Contractor properly respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA </p> <p>7. Remarks</p>			



ANNEX F

BID EVALUATION CRITERIA



ANNEX F - BID EVALUATION CRITERIA

a. Mandatory Experience:

The proposed resource must demonstrate between 2 and 5 years of relevant experience to the statement of work.

	Programmer(s)/Analyst – Junior level	
	Curriculum vitae*	Compliant / Not Compliant
Experience Level	Between 2 and 5 years of experience	

* Projects referred to in the Mandatory experience and Point Rated Technical Criteria sections MUST be clearly highlighted in each résumé. The résumé MUST be up-to-date and MUST be submitted as an Appendix.

Interview: The proposed resources could be called for an interview in order to validate the information provided in their résumés. If CSA judges that an interview is required, the questions will be provided at the interview.

1. The Bidder must provide client references for at least two of the projects (for each of the proposed resources) listed to prove the experience, with the following information: (1) Company name. (2) Name of the project manager. (3) Position level. (4) Customer contact details. (5) Description of the project including the role played by the proposed resource(s). If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. It is the bidder's responsibility to ensure that the proposed contact persons are aware of the services they have offered and that they agree to be cited as a reference. State references will be accepted.

b. Point-Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. **Un total de 36 points cotés est disponible pour chaque ressource. Pour qu'une soumission soit considérée comme conforme, un minimum de 12 points (33 %) doit être atteint.**

Definition of a "Project": A project is a specific activity that is deliverable based with a beginning and an end date.



Item	Rated Requirements ¹	Maximum Points Available ³	Demonstrated Compliance, cross reference to application (Page in the proposal where you demonstrate you fulfill the criteria)
RTC1	<p>Experience coding in relevant languages</p> <p>The Bidder should demonstrate experience of its proposed resources for coding in all computer language relevant to CKAN and CSA micro applications (Python, JavaScript, HTML AND CSS) by submitting a short description of the work done on a project, with explicit specification of the portion of the work done by the resource in terms of code produced and intended effect.</p> <p>Where possible, a link to the website where the code is deposited or a representative segment of annotated code can be provided.</p> <p>Where possible, a link to the deployed CKAN instance integrating the resource’s code can be submitted or a document describing functionality with screen shots can be provided.</p>	<p>Total points available: 12 points</p> <p>3 points per project description coding in the relevant languages (Python, JavaScript, HTML AND CSS)</p> <p>1 point per project for one of the following:</p> <ul style="list-style-type: none"> - A functioning web link to code - a project per representative segment of annotated code - A functioning web link to project result - document describing functionality with screen shots. <p>====</p> <p>A maximum of 4 points per project (3+1). A maximum of 3 projects.</p> <p>====</p> <p>A minimum of 2 points are required for this criterion.</p>	
RTC2	<p>Experience working with CKAN²</p> <p>The Bidder should demonstrate experience of its proposed resources working with CKAN (deploying public CKAN portal, producing a CKAN extension or contributing to the core CKAN code³) by submitting a short description of the work done on a project, with explicit specification of the portion of the work done by</p>	<p>Total points: 8 points</p> <p>3 points per project description on CKAN project</p> <p>1 point per project for one of the following:</p> <ul style="list-style-type: none"> - A functioning web link to code 	



	<p>the resource in terms of code produced and intended effect. The portion of the work done by the resource should amount to at least 50% of work needed for deploying public CKAN portal or producing a CKAN extension or 3 changes integrated to the core CKAN code.</p> <p>Where possible, a link to the website where the code is deposited or a representative segment of annotated code can be provided. Where possible, a link to the deployed CKAN instance integrating the resource's code can be submitted or a document describing functionality with screen shots can be provided.</p> <p>This can be the same projects presented in RTC1 with indication how these projects meet RTC1 and RTC2 or separate projects addressing RTC2.</p>	<ul style="list-style-type: none"> - a project per representative segment of annotated code - A functioning web link to project result - document describing functionality with screen shots. <p>====</p> <p>A maximum of 4 points per project (3+1). A maximum of 2 projects.</p> <p>====</p> <p>No minimum points</p>	
<p>RTC3</p>	<p>Experience producing data centric micro applications</p> <p>The Bidder should demonstrate experience of its proposed resources producing data centric micro applications (applications that allow interactive access to, the processing, the analysis of and/or the visualization of data) in the Python language by submitting a short description of the work done, with explicit specification of the portion of work done by the resource in terms of code produced intended effect. The portion of the work done by the resource should amount to at least 50% of the code for the application.</p> <p>Where possible, a link to the website where the code is deposited or a representative segment of annotated code can be provided.</p>	<p>Total points: 8 points</p> <p>3 points per project description producing data centric micro application project</p> <p>1 point per project for one of the following:</p> <ul style="list-style-type: none"> - A functioning web link to code - a project per representative segment of annotated code - A functioning web link to project result - document describing functionality with screen shots. <p>====</p> <p>A maximum of 4 points per project (3+1). A maximum of 2 projects.</p> <p>====</p>	



	<p>Where possible, a link to the website integrating the code can be submitted or a document describing functionality with screen shots can be provided.</p> <p>This can be the same projects presented in RTC1 with indication how these projects meet RTC1 and RTC3 or separate projects addressing RTC3.</p>	No minimum points	
RCT4	<p>Experience abiding by Government of Canada web standards</p> <p>The Bidder should demonstrate experience of its proposed resources ensuring web projects (website, web micro applications) abide by Government of Canada web standards by submitting a short description of the work done, with explicit specification of the portion of work done by the resource in terms of code produced intended effect. Work done should represent code changes for at least 3 major changes that led to meeting specified Government of Canada web standards.</p> <p>Where possible, a link to the website where the code is deposited or a representative segment of annotated code can be provided. Where possible, a link to the website integrating the code can be submitted or a document describing functionality with screen shots can be provided.</p> <p>This can be the same projects presented in RTC1, RTC2 or RTC3 with indication how these projects meet RTC1 and RTC2 and RTC3 and RTC4 or separate projects addressing RTC4.</p>	<p>Total points: 8 points</p> <p>3 points per project description producing data centric micro application project</p> <p>1 point per project for one of the following:</p> <ul style="list-style-type: none"> - A functioning web link to code a project per representative segment of annotated code - A functioning web link to project result document describing functionality with screen shots. <p>====</p> <p>A maximum of 4 points per project (3+1). A maximum of 2 projects.</p> <p>====</p> <p>No minimum points</p>	
TOTAL		Maximum of 36 points	



1. The Bidder must provide client references for at least two of the projects (for each of the proposed resources) listed to prove the experience, with the following information: (1) Company name. (2) Name of the project manager. (3) Position level. (4) Customer contact details. (5) Description of the project including the role played by the proposed resource(s). If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. It is the bidder's responsibility to ensure that the proposed contact persons are aware of the services they have offered and that they agree to be cited as a reference. State references will be accepted.

In conducting its evaluation of the bids, Canada may, but will have no obligation to conduct reference checks. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will do it using the questions of Annex I.

2. Core CKAN projects and their code can be found on <https://github.com/ckan>

3. With justification, points can be obtained from a given project across multiple RTCs.



ANNEX G

EPOST INSTRUCTIONS



ANNEX G - 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.DGAreceptiondessaoumissions-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.



ANNEX H

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	