



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/
See herein

NA

Québec

NA

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Calibration & Validation of IFTS	
Solicitation No. - N° de l'invitation 9F064-200035/C	Date 2021-01-26
Client Reference No. - N° de référence du client 9F064-200035	
GETS Reference No. - N° de référence de SEAG PW-\$MTB-255-16044	
File No. - N° de dossier MTB-0-43033 (255)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-02-15 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: - Desforges, Julie	Buyer Id - Id de l'acheteur mtb255
Telephone No. - N° de téléphone (514) 602-8307 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: AGENCE SPATIALE CANADIENNE 6767 ROUTE DE L AEROPORT 9F064-Développement de l'ingénierie ST HUBERT Québec J3Y8Y9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Delivery Required - Livraison exigée Voir doc.	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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This bid solicitation cancels and supersedes previous bid solicitation number 9F064-200035/B dated October 27th, 2020 with a closing of November 26th, 2020 at 2:00 pm.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

Project Title

Calibration and validation of the imaging Fourier Transform Spectrometer (iFTS) on a stratospheric balloon

Description

Public Works and Government Services Canada (PWGSC), on behalf of the Canadian Space Agency (CSA) located in St-Hubert, (Quebec), is seeking a bid to acquire research and development services as part of an imaging Fourier transform spectrometer (iFTS) sub-orbital demonstration. This requirement is focused on scientific activities, particularly calibration and validation tasks related to the demonstration of the iFTS elegant breadboard instrument on a stratospheric balloon platform for a float altitude from 30 to 40 km. The flight is projected to be held in August 2022.

Climate observations based on iFTS acquire spectral images for providing a map of total column abundance of the key greenhouse gases linked to climate change. This instrument is expected to demonstrate the technology for improving the combination of spatial resolution, coverage, and precision when compared to previous generations of related technologies. This emerging technology domain is suitable for the global monitoring of emissions, and addressing outstanding uncertainties in the dynamic carbon budget of the planet.

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Period of Contract

It is intended to result in the award of one contract from award date to December 31st, 2023.

1.2.1 Security Requirements

There are no security requirements associated with this requirements.

1.2.2 Available Budget

The budget available for the contract resulting from this bid solicitation is **\$700,000.00**, all applicable taxes extra. Annex A (Statement of Work) includes a description of the work required. The Maximum amount of funding available for the contract will not exceed **\$700,000.00**, all applicable taxes extra. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

1.2.3 Trade Agreements

This requirements is not subject to the trade agreements.

1.2.4 Canadian Content

The requirement is limited to Canadian services.

1.2.5 Controlled Goods Program

This procurement is subject to the Controlled Goods Program. The [Defence Production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

1.2.6 Epost Connect

IMPORTANT NOTICE TO SUPPLIERS SUBMISSION REQUIREMENTS

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at the Quebec Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult Buysandsell.gc.ca.

1.2.7 Confidentiality of Contract Documents

A "Non-Disclosure Agreement Contract" must be signed and sent to the Contracting Authority before having access to information by or on behalf of Canada in connection with the Work (refer to Annex D).

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1.2.8 Confidentiality of the Request for Proposal documents

The "Mandatory Non-Disclosure Agreement (NDA) must be signed and sent to the Contracting Authority before having access to the optional reference documents (refer to 2.5 of the RFP). The consultation of these reference documents is optional to provide a proposal.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **15 working days** from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Communications

As a courtesy and in order to coordinate any public announcements pertaining to this contract, the Government of Canada requests that successful Bidders notify the Contracting Authority **10 days** in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 the 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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 240 days

2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit **via e-post Connect** by the date and time indicated on page one of the bid solicitation.

Note: For bidders needing to register with epost Connect the email address is:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Interested Bidders must register a few days prior to solicitation closing date.

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

2.3 Former Public Servant

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

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.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **10 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Mandatory Non-Disclosure Agreement Requirement

If a Supplier or a subcontractor wishes to review the documents entitled **AD-01 ABBCABOM-08573**, it must request the documents entitled **AD-01 ABBCABOM-08573** from the Contracting Authority listed below through e-mail. The documents entitled **AD-01 ABBCABOM-08573** contain information that is confidential or proprietary to Canada or third party. The Supplier or any subcontractor must sign a Non-Disclosure Agreement in the form set out in **Attachment 1 to Part 2** and return an electronic signed copy to the Contracting Authority before being provided a copy of the documents entitled **AD-01 ABBCABOM-08573**. All Suppliers must delete the document entitled AD-01 ABBCABOM-08573 at the end of the RFP period, or upon request from the Contracting Authority within thirty (30) days following that request.

2.6 Applicable Laws

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

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2.7 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **10 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.9 Maximum Funding

The maximum available funding, applicable taxes extra, as appropriate, for the contract for the purposes of this bid solicitation is indicated under the heading Actual Available Budget in Part 1 – Section 1.2.2 – Summary. Bids valued in excess of this amount will be considered non-responsive, pursuant to Part 4 – Evaluation Procedures and Basis of Selection, Section 4.1.2.1 – Financial Evaluation. This disclosure does not commit Canada to pay the maximum funding available.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Epost Connect Bid Submission

- (i) Canada requires that the Bidder submit their electronic bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (ii) The bid must be gathered per section and separated as follows:
 - (A) Section I: Technical and Management Bid
 - (B) Section II: Financial Bid
 - (C) Section III: Certifications
- (iii) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (iv) For further information please refer to article 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>

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Section I: Technical and Management Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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

The required structure and content of the technical and management bid (Section I) is detailed in attachment 1 to Part 3: Bid Preparation Instructions.

The Part 4- Evaluation procedures and Method of selection, contains additional instructions that Bidders should take into consideration while preparing their Bid.

Section II: Financial Bid

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

3.1.1 The Bidders must present their financial proposal as follows:

- (a) A firm, all-inclusive lot price for the Work, which must not exceed the maximum funding available for the contract resulting from the bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable;
- (b) Prices must be in Canadian funds. The total amount of Applicable Taxes must be shown separately, if applicable.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.4 Price Breakdown

Bidders are requested to detail the following elements for the performance of milestones of the Work, broken down per WPD listed in the Statement of Work:

- (a) Labour: For each individual and (or) labour category to be assigned to the Work, indicate:

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- i) the hourly rate, inclusive of overhead and profit; and
 - ii) the estimated number of hours.
- (b) Equipment: Specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies: Identify each category of materials and supplies required to complete the work and provide the pricing basis.
- (d) Travel and Living Expenses: Indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs which must not exceed the limits of the National Joint Council (NJC). With respect to the NJC's Directive, only the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Directive <http://www.njc-cnm.gc.ca/directive/travelvoyage/index-eng.php>, and the other provisions of the Directive referring to "travellers", rather than those referring to "employees", are applicable. The Treasury Board Secretariat's Special Travel Authorities, also apply: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp
- (e) Subcontracts: Identify any proposed subcontractor and provide for each one the same price breakdown information as contained in this article.
- (f) Other Direct Charges: Identify any other direct charges anticipated, such as long distance communications and rentals, and provide the pricing basis.
- (g) Applicable Taxes: Identify any Applicable Taxes separately.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

In addition to any other time periods established in the bid solicitation:

- (c) **Requests for Clarifications**: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 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.
- (d) **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory and Point Rated Technical Criteria

The Mandatory and Point Rated Technical Criteria are described in Annex C – Evaluation Criteria. Criteria not addressed will be given a score of zero.

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- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
 - (ii) The mandatory technical criteria are described in Annex C
 - (iii) 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.
 - (iv) The rated requirements are described in Annex C.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

4.1.2.1 Mandatory Financial Criteria

The Bidder must submit a firm, all-inclusive lot price for the work described in Annex A, which must not exceed the maximum funding available of **\$700,000.00** applicable taxes extra.

The Maximum amount of funding available for the contract will not exceed **\$700,000.00**, all applicable taxes extra.

Bids which fail to meet the mandatory financial criteria will be declared nonresponsive. Bids valued in excess of this amount will be considered nonresponsive.

This disclosure does not commit Canada to pay the maximum funding available.

4.1.2.2 Evaluation of Price

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 62 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points."
 - d. obtain the required minimum points as follows:
 - P1 - Team Experience and Capability : 9 points
 - P2 - Management Plan : 10 points
 - P3 - Understanding of the Technology : 10 points
 - P4 - Methodology : 9 points
 - P5 - Feasibility of Proposed Solution: 10 points
 - P6 - Project-related risks and mitigation strategies: 6 points
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

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3. In the event the highest number of points for two or more bidders is identical, the contracts will be awarded to the bidders with the highest rated scores for evaluation criterion P3-Understanding of the Technology identified in Attachment 1 to Part 4- Evaluation Criteria.
4. In the event the highest rated score for the criterion P3 is identical, the contract will be awarded to the bidder with the lowest overall cost.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Canadian Content Certification

SACC *Manual* clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.3.2 Status and Availability of Resources

SACC *Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

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5.3.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.3.4 Language Capability

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Statement of Work.

5.4 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder must provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work

The Bidder must provide, for each subcontractor, the following:

- a) The name of the subcontractor: complete name of its legal entity and place of incorporation;
- b) The subcontractor contact: name, title, telephone, fax numbers and email address;
- c) A description of the roles and responsibilities of the subcontractor and/or material to be purchased from that subcontractor;
- d) A document signed by the subcontractor indicating its agreement to undertake the work as described in the Bidder's proposal.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.2 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2019-11-28) Controlled Goods Program

6.3 Insurance - No Specific Requirement

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

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7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2040](#) (2020-05-28), General Conditions - Research & Development, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance;
[4002](#) (2010-08-16), Software Development or Modification Services;
[4003](#) (2010-08-16), Licensed Software;
[4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software

7.2.3 Non-Disclosure Agreement Contract

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from award contract date to December 31st, 2023 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Desforges
Title: Supply Specialist
Public Works and Government Services Canada
Directorate: Space Programs Directorate
Address: Place Bonaventure, Portal South-West
800, rue de La Gauchetière West, 7th floor
Montreal, Quebec H5A 1L6

Telephone: 514-602-8307
Facsimile: 514-496-3822
E-mail address: julie.desforges@tpsgc-pwgsc.gc.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.

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7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

7.5.3 Technical Authority:

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

7.5.4 Contractor's Representative

Name: _____

Title: _____

Telephone: _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *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: 2019-01 of the Treasury Board Secretariat of Canada.

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7.7 Payment

7.7.1 Basis of Payment - Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.8 Method of Payment

7.8.1 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

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

7.8.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is detailed in Annex B.

7.8.3 SACC Manual Clause

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

7.8.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.9 Invoicing Instructions

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

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);

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- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. the description and value of the milestone claimed as detailed in the Contract.
 2. Applicable Taxes, must be calculated on the total amount of the claim.
 3. The Contractor must prepare and certify **one (1) original and two (2) copies** of the claim on form [PWGSC-TPSGC 1111](#), and forward:
 - a) the **original and one (1) copy** to the Canadian Space Agency at the address shown on page 1 of the Contract under "Invoices" (Financial Services Section) for appropriate certification by the Project Authority identified herein after inspection and acceptance of the Work takes place;and,
 - b) **one (1) copy of the original** progress claim to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 4. The CSA's Financial Services Section will then forward **the original and one (1) copy** of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 5. The Contractor must not submit claims until all work identified in the claim is completed.

7.10 Certifications and Additional Information

7.10.1 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.

7.10.2 SACC Manual Clauses

[A3060C](#) (2008-05-12), Canadian Content Certification

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance;
[4002](#) (2010-08-16), Software Development or Modification Services;
[4003](#) (2010-08-16), Licensed Software;
[4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software
- (c) the general conditions 2040 (2020-05-28), Research ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Evaluation Criteria;

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- (g) Annex D, Non-Disclosure Agreement Contract;
- (h) Attachment 1 to Part 2, Mandatory Non-Disclosure Agreement (NDA) for RFP;
- (i) Attachment 1 to Part 3, Technical and Management Bid Preparation Instructions;
- (j) Attachment 2 to Part 3, Electronic Payment Instruments;
- (k) the Contractor's bid dated _____, (*insert date of bid*).

7.13 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2016-06-16) Foreign Nationals (Canadian Contractor)

7.14 Insurance – No Specific Requirement

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

7.15 Controlled Goods Program

SACC Manual clause [A9131C](#) (2014-11-27), Controlled Goods Program

7.16 Directive on Communications with the Media

1. Definitions

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

2 Communication Activities Format

The Contractor must coordinate early on with the Canadian Space Agency (CSA) all Communication Activities that pertain to the present contract. Subject to review and approval by the CSA, the Contractor may mention and/or indicate visually, without any additional costs to the CSA, the CSA's participation in the contract through at least one of the following methods at the complete discretion of the CSA:

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

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

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

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

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

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The Contractor must obtain and use a high resolution printed or electronic copy of the CSA's corporate identity logo and seek advice on its application, by contacting the Project Authority as mentioned in Paragraph 7.5.2 of this contract.

3 Communication Activity Coordination Process

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

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

The Contractor must receive beforehand the authorization, approval and written confirmation from the CSA's Directorate of Communications and Public Affairs before organizing, proceeding or hosting a communication activity.

7.17 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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ANNEX «A»

STATEMENT OF WORK

The Statement of Work (Annex A) appended to the bid solicitation package is to be inserted at this point and forms part of the document

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ANNEX «B»

BASIS OF PAYMENT

Basis of payment and Schedule of milestones

1. Bidders must provide a firm price for the overall project:

Total Firm Price \$. _____ (Taxes extra, if applicable)

2. Milestones: The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestones	Description	Deliverables	Price	Date
M1-KOM	Kick-off meeting (KOM)	As per Appendix A in the SOW	N/A	CA + 2 weeks
M2-DDR	Detailed Design Review (DDR)	As per Appendix A in the SOW	\$	KOM + 1 month
M3-TRR	Test Readiness Review (TRR)	As per Appendix A in the SOW	\$	DDR+ 9 months
M4-PSR	Pre-shipment Review (PSR)	As per Appendix A in the SOW	\$	June 15, 2022
M5-FRR	Flight Readiness Review (FRR)	As per Appendix A in the SOW	\$	August 2022
M6	Balloon Demonstration	As per Appendix A in the SOW	\$	August 2022
M7	Data Analysis and Validation	As per Appendix A in the SOW	\$	M6 + 11 months
M8	Final Review meeting for the iFTS instrument calibration and validation	As per Appendix A in the SOW	\$	M7 + 2 months

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ANNEX «C»

EVALUATION CRITERIA

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

1. Mandatory Technical Criteria (MC)

The bid must comply with the following Mandatory Technical Criteria in order to be evaluated under the Point Rated Technical Criteria.

Any bid which fails to meet the following Mandatory Technical Criterion will be declared non-responsive since the bid will be declared ineligible.

Number	Mandatory Criterion
MC 1	The bidder must provide, as part of their bid, project manager, principal investigator and co-investigators' Curriculum Vitae (CV), as well as Postdoctoral Fellows (PDFs) and identify the role of each resource(s). The experience listed in the CVs must demonstrate where and how such experience was obtained. Note that the experience described in this criterion will serve to evaluate the criterion P1 described below.

2. Point-Rated Technical Criteria (P)

Each bid that meets the Mandatory Requirement, will receive a Technical Score according to the point-rated criteria as specified below;

In conformity with the selection method, for the technical criteria ratings, the bidder must obtain a minimum score for each criterion and a minimum final score of 62 points for criteria 1 to 6 inclusively.

It should be noted that the sum of all minimum scores of individual divisions is lower than the minimum overall score required.

All bids will be evaluated by a panel of at least three persons. The overall final scores for each bid will represent a consensus of the scores attributed by each reviewer.

Item	Evaluation Criteria Title	Maximum Score	Minimum Required Score
P1	Team Experience and Capability	15	09
P2	Management Plan	20	10
P3	Understanding the Technology	20	10
P4	Methodology	15	09
P5	Feasibility of Proposed Solution	20	10
P6	Project-related risks and mitigation strategies	10	06
	Overall	100 pts	62 pts

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Criterion P1: Team Experience and Capability		
<i>This criterion assesses the combined technical capability and experience of the key project Scientists/Engineers identified to carry out the work as well as the qualifications and experience of the Project Manager.</i>		
1	<ul style="list-style-type: none">The bid does not address this criterion.	0 Points
2	<ul style="list-style-type: none">At least one member of the proposed team has collaborated on at least one related project*.	06 Points
3	<ul style="list-style-type: none">The project manager has a successful track record** in executing and managing at least one related project*; ANDThe technical team members have the key technical skills related to the scientific work identified in the Statement of Work and have actively worked on at least one related project*.	09 Points
4	<ul style="list-style-type: none">The project manager has a successful track record** in executing and managing at least two related projects*;ANDThe technical team members have the key technical skills related to the scientific work identified in the Statement of Work and have actively worked on at least two related projects*.	12 Points
5	<ul style="list-style-type: none">The project manager has a successful track record** in executing and managing at least three related projects*; ANDThe technical team members have the key technical skills related to the scientific work identified in the Statement of Work and have actively worked on at least three related projects*.	15 Points

*For Criterion P1, Project means: of a scope, complexity and technology similar to the Statement of Work and a

**successful track record in executing and managing projects means that the work was completed within the planned scope, schedule, and budget.

Criterion P2: Management Plan		
<i>This criterion evaluates the thoroughness of the Project Plan. The plan will be evaluated for its completeness, credibility, effectiveness and efficiency as per the Statement of Work in Annex A.</i>		
1	<ul style="list-style-type: none"> The bid provides no concrete Project Plan and thereby instills no confidence that the bidder's proposed solution will successfully meet the project objectives. 	0 Points
2	<ul style="list-style-type: none"> The bid provides an incomplete Project Plan as more than one of the elements (i.e. key milestones, project cost, description of projected tasks and activities and a project schedule) are missing or are improperly addressed; OR The bid shows significant gaps in time and/or resources and the likelihood of achieving successful completion of the project is marginal. 	05 Points
3	<ul style="list-style-type: none"> The bid provides an adequate Project Plan where only one element (e.g. key milestones, project costs, description of projected tasks and activities, and a project schedule) is missing; AND The description of the tasks and activities, and the estimated time and resources to complete these tasks, are identified but incomplete and doubts remain regarding the likelihood of delivering the project. 	10 Points
4	<ul style="list-style-type: none"> The bid provides a credible project plan with all elements covered; AND Descriptions of the tasks and activities, and estimation of time and resources, are detailed and the likelihood of achieving successful completion of the project is credible; AND The linkages between the tasks are sometimes identified. 	15 Points
5	<ul style="list-style-type: none"> The bid provides a credible and comprehensive Project Plan with all elements covered; AND Descriptions of the tasks and activities, and estimation of time and resources are detailed and substantiated, and the Project Plan instills confidence that the project will achieve successful completion; AND The linkages between the tasks are all clearly identified. 	20 Points

Criterion P3: Understanding the Technology		
<i>This criterion assesses the degree to which the bid exhibits an understanding of the fundamental concepts of the technology and of its application(s) as they relate to the Statement of Work.</i>		
1	Does not exhibit an understanding of the required fundamental concept(s) of the technology and/or of the associated applications.	0 Points
2	Demonstrates only a <u>limited understanding</u> * of the background of the required fundamental concept(s) of the technology involved.	05 Points
3	Demonstrates a <u>general understanding</u> * of the technology and its applications, includes a review of other work relevant to the fundamental concepts of the technology involved.	10 Points
4	Demonstrates a <u>detailed understanding</u> * of the technology and its applications. The bid includes a complete review of other work relevant to the central concept upon which the work is based.	15 Points
5	<u>Broadens the review</u> * of the fundamental concepts of the technology and of the proposed application. Furthermore, develops a detailed and comprehensive review to explain the full capabilities of the technology and its application.	20 Points

For Criterion P3, when *limited understanding*, *general understanding*, *detailed understanding*, and *broadens the review* is required, the bidders will be evaluated based on the following definitions:

*Definition	Definition Description
Limited understanding	Shortcomings in at least one or more major area. Shortcomings have major impacts on some aspects. Makes mistakes related to the fundamental science. Some knowledge of the topic, but insufficient to deliver the service at the expected level (of quality, proficiency, etc.) in the Statement of Work. Addresses some major points and omits many secondary points (misses some elements that are key to the delivery of service).
General understanding	There are small shortcomings that may have an impact (even if limited) on some aspects of the work. Makes mistakes that do not affect the fundamental science. Knowledge of the topic, sufficient to deliver the service at the expected level (of quality, proficiency, etc.) in the Statement of Work. Addresses most major points, but omits some secondary points (misses many elements that are not critical).
Detailed understanding	A few small shortcomings that have an impact to some degree but not in an area of great importance; sufficient; appropriate; effective; well supported; correct; satisfactory; suitable. Has a good knowledge of the topic. Most of the main and secondary points are dealt with well using a logical approach.
Broadens the review	Very consistent, qualified, effective, strong, meticulous, well supported. Has a very good knowledge of the topic. All of the main and secondary points are dealt with very well using a very logical approach.

Criterion P4: Methodology		
<i>This criterion assesses the suggested Technical Methodology and its correlation with the project plan as presented in the bid. It also evaluates the effectiveness of the described Methodology in resolving the technical challenges, in attaining the stated technical objectives of the work.</i>		
1	The methodology described in the bid does not demonstrate how it will correlate with the proposed project plan.	0 Points
2	The methodology described in the bid follows a weak approach that does not evaluate the effectiveness of resolving the technical challenges.	06 Points
3	The methodology described in the bid demonstrates a somewhat acceptable approach. However, the bid does not substantiate the effectiveness of the methodology being employed for achieving the stated objectives. Furthermore, it only addresses at a high level the effectiveness of resolving the technical challenges.	09 Points
4	The methodology as described in the bid demonstrates a robust approach. The bid substantiates the effectiveness of the methodology for achieving the stated objectives and resolving the technical challenges.	12 Points
5	The methodology described in the bid is based on state-of-the-art expertise and demonstrates a robust approach. The bid substantiates the effectiveness of the methodology being employed for achieving the technical objectives of the work. Furthermore, the bid thoroughly evaluated its effectiveness in resolving the technical challenges.	15 Points

Criterion P5: Feasibility of Proposed Solution		
<i>The criterion assesses the overall feasibility of the proposed technical approach and the degree to which the solution will satisfy the technical objectives.</i>		
1	The feasibility of the proposed solution or the capability to satisfy the objectives is not demonstrated.	0 Points
2	The bid presents a solution which is unlikely to meet the technical objectives. The bidder has provided a partial assessment of the technology requirements and complexities.	05 Points
3	The bid presents a solution that can meet the technical objectives. The bidder has provided an assessment of the technology requirements and complexities that potentially meets the technical objectives. However, doubts remain that the proposed solution is achievable.	10 Points
4	The bid presents a credible solution that will likely meet the technical objectives. The bidder has provided a credible assessment of the technology requirements and complexities that will likely meet the technical objectives.	15 Points
5	The bid presents a sound and convincing solution that can undoubtedly meet the technical objectives. The bidder has provided a complete assessment of the technology requirements and complexities that gives confidence of achieving the technical objectives.	20 Points

Criterion P6: Project-related risks and mitigation strategies		
<i>The criterion assesses the bidder's analysis of the main risks associated with the project, as well as the mitigation strategies for each risk. The mitigation strategies must include the risk description, probability, consequence, severity, response and methodology.</i>		
1	The bid does not mention any of the main risks associated with the project and does not contain any mitigation strategy.	0 Points
2	The bidder mentions few risks in the bid and the associated mitigation strategies are weak or missing. The risk analysis is incomplete in many areas (ie financial, managerial, scientific and technical risks).	03 Points
3	The bid mentions some of the main risks. However, the risk analysis is incomplete in one or more areas (ie financial, managerial, scientific and technical risks). The bid contains mitigation strategies for the identified risks. The level of risks are evaluated as high such that the flight, work on the ground, use of the infrastructure or scientific instruments, or the data analysis may not take place as planned.	06 Points
4	The main risks (financial, managerial, scientific and technical risks) and the associated mitigation strategies are described and relevant. Some information is provided to assess the probability of the risks materializing. The risk management plan is credible such that the mitigation strategies considered will most likely allow the project to be carried out with respect to flight, fieldwork, use of infrastructure or scientific instruments, or data analysis.	08 Points
5	The main risks (financial, managerial, scientific and technical risks) are well described, and relevant mitigation strategies are proposed for each risk. The information provided to assess the probability of the risks materializing are deemed to be realistic. The flight, fieldwork, use of the infrastructure or scientific instruments, and the data analysis will take place as planned or in the case of unforeseen circumstances, the mitigation strategies considered will allow the project to be carried out.	10 Points

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ANNEX "D"

NON-DISCLOSURE AGREEMENT CONTRACT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **9F064-200035** between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Canadian Space Agency, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **9F064-200035**.

Signature

Date

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ATTACHMENT 1 TO PART 2

MANDATORY NON-DISCLOSURE AGREEMENT (NDA)

FOR

CALIBRATION AND VALIDATION OF THE IMAGING FOURIER TRANSFORM SPECTROMETER (IFTS) ON A STRATOSPHERIC BALLOON

REQUEST FOR PROPOSAL (RFP)

PUBLIC WORKS GOVERNMENT SERVICES CANADA (PWGSC) FILE # 9F064-200035

BY:

_____, a body corporate duly incorporated under the laws of _____, having its Head Office located at _____;
Hereinafter referred to as the ("Supplier")

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services;
Hereinafter referred to as ("Canada")

The Supplier agrees that, for the purpose of preparing a response to PWGSC for the RFP (the "Purpose") is being giving access to Confidential Information or proprietary to Canada or to third party and agrees to comply with the obligations referred to under this NDA;

1. The Supplier acknowledges that the documents entitled _____ must be treated as confidential and must not be disclosed or used in any way except in relation with the Purpose of this RFP.
2. For the purpose of this NDA, Confidential Information includes, but not limited to the documents entitled _____ and any documents, Instructions, guidelines, data, material, advice or another information whether received orally, in printed form or recorded electronically or otherwise and whether or not labeled as proprietary, that is disclosed to a person or entity or that person or entity becomes aware of for the purpose of this RFP.
3. The Supplier agrees that the documents entitled _____ will not be reproduced, copied, divulged, released or disclosed, in whole or in part, in whatever way or form any Confidential Information to any person or entity other than a person employed by the Supplier without the prior written consent of the PWGSC's Contracting Authority and for any purpose other than for the preparation of a response to this RFP.
4. The Supplier agrees to immediately notify the PWGSC's Contracting Authority if any person, other than the Supplier's current employees accesses the Confidential Information at any time.
5. Also, regardless of whether it is Confidential Information, the Supplier must at all times treat the information designated as Confidential Information and ensure it cannot be accessed by anyone

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excepting the Supplier's current employees, which have a legitimate "need to know" for the Purpose of presenting a RFP.

6. The Supplier shall at all times use the same degree of care as it uses to protect its own confidential information of like importance to prevent the unauthorized use or disclosure of Confidential Information, but in no event less than a reasonable degree of care. The Supplier shall not, nor shall it permit its employees to, remove any copyright, confidential, proprietary rights, or intellectual property notices attached to or included in any Confidential Information and shall reproduce all such notices on any copies of the Confidential Information.
7. The Supplier is responsible for any breach of this NDA by any of its employees, and the Supplier shall not, nor shall permit its employees to, modify, disassemble, decompile, or reverse engineer any Confidential Information even if it relates to the Purpose.
8. All the Information contained in the documents entitled _____ and all other Confidential Information disclosed under this NDA shall remain the property of Canada or a third party, or of any other person or entity to whom it lawfully belongs, as applicable.
9. Without restricting the generality of the foregoing, the Supplier recognizes that no license or conveyance of any rights to the Supplier under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the disclosure of Confidential Information under this NDA.
10. The Supplier must require any proposed subcontractor with a "need to know", to execute a NDA on the same conditions as those contained in this NDA prior to disclosure of the Confidential Information.
11. At close or early termination of the bid period, the Confidential Information must immediately delivered to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information. The supplier must not keep any documents, either soft or hard copies, once he has submitted his bid.
12. All Confidential Information will remain the property of Canada and must be returned to the Contracting Authority within thirty (30) days following that request.
13. The NDA remains in force indefinitely.
14. Nothing in this NDA should be construed as preventing the disclosure or use of any confidential information to the extent that such information:
 - (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
 - (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information; or
 - (c) is disclosed under compulsion of a legislative requirement or any order of a Court or other tribunal having jurisdiction.
15. The Supplier agrees that a breach of this NDA may result in disqualification of a Supplier or a Qualified Supplier at any time, or immediate termination of the resulting Contract. The Qualified

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Respondent also acknowledges that a breach of this NDA may result in a review of the Qualified Supplier's security clearance and review of the Qualified Supplier's status as an eligible Supplier for other requirements.

16. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
17. Canada reserves the right to refuse the request for access to documents.

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been duly signed this day of _____, 2020, by an authorized representative of the

Name of Supplier

Name of authorized representative (print)

Signature
(I have authority to bind the corporation)
Signed by its authorized representative

Witness:

Name of the Witness

ATTACHMENT 1 TO PART 3

TECHNICAL AND MANAGEMENT BID PREPARATION INSTRUCTIONS

1.1 Technical and Management Bid

The details provided in this Attachment complement the information introduced in Part 3 - Bid Preparation Instructions.

The Bidder should present the information about the Technical and Management Bid in the following order:

1. Title / Project Identification Page (see 1.2);
2. Table of Contents (see 1.3);
3. Technical and Management Section (see 1.4);
4. Bid Appendices (see 1.5).

The structure of the Technical and Management Bid and its subsections are described below. Some of the subsection headings include identifiers. These identifiers represent an evaluation criterion (see ANNEX C) that is applicable to that specific section/subsection for each bid submitted by a Bidder.

1.2 Title/ Project Identification Page

The first page of the bid submitted should state the following information:

- a) The Request for Proposal file number;
- b) The company's name and address;
- c) The title of the proposed Work (the use of acronyms in the title is discouraged, unless they are described).

1.3 Table of Contents

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

1.4 Technical and Management Section

The Technical and Management Section should describe the technical and Management aspects of the project as outlined in the following subsections.

1.4.1 Mandatory Evaluation Criteria

The Bidder must have a subsection in its bid for the mandatory evaluation criteria detailed in Annex C. The subsection must contain sufficient details to demonstrate that the Bidder meets the mandatory evaluation criteria provided in Annex C.

1.4.2 Point-Rated Technical Criteria

The Bidder must have a subsection in its bid for each rated evaluation criterion detailed in Annex C. The subsection must contain sufficient details to demonstrate that the Bidder meets the Point-rated Technical Criteria provided in Annex C.

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1.5 Bid Appendices

1.5.2 Appendices Required with the Bid

The following items should be addressed in individual appendices as part of the bid:

- a. List of Acronyms: All the acronyms used in Section I: Technical and Management Bid, should be explained;
- b. Resumes: The bid should include resumes of the proposed resources and these should be appended to Section I: Technical and Management Bid;
- c. List of Contacts: The list of contacts should be appended to Section I: Technical and Management Bid, in a format suitable for distribution and should include all the Bidder's points-of-contact involved in the bid development and/or during the Contract.

The following example format should be used:

Table 1.6: Bidder's List of Contacts

Role	Name	Telephone	Fax	E-Mail
Project Manager				
Project Engineers				
Contractor's Representative				
Claims (Invoicing) Officer				
Communications (for press release)				
PA Responsible				
Other				

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ATTACHMENT 2 TO PART 3

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)