



REQUEST FOR PROPOSAL (RFP)

OSIRIS-REx Sample Curation Facility (SCF) – Science support

**Bid Submission Deadline:
October 24, 2022 at 2:00 pm (EDT)**

**Submit Bids to : Canada Post Corporation's (CPC) Connect service
or by fax 819-997-9776**

Reference: CSA File No. 9F012-22-0151

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



October 5, 2022



TABLE OF CONTENTS

Introduction

The bid solicitation is divided into six (6) 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; Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
- Part 6 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

List of Annexes:

- Annex B – Basis of Payment - Pricing
- Annex C - Statement of Work (SOW)
- Annex D - Performance Evaluation Form
- Annex E - Integrity Form
- Annex F - CPC connection Instructions
- Annex G - Technical and Managerial Bid Preparation instructions



PART 1 - GENERAL INFORMATION

1. Summary

As part of the Canadian Space Agency's contribution of the OSIRIS-REx Laser Altimeter (OLA) instrument to the asteroid Bennu sample return mission OSIRIS-Rex, CSA requires the services of a consultant to provide technical services and expertise to support the development of various aspect of the OSIRIS-REx Sample Curation Facility.

- **Period of the Contract**

From contract award date to March 31, 2025.

- **Work location**

The work will be done remotely, but some meetings are planned to be held at the Canadian Space Agency, at 6767 Route de l'Aéroport, Saint-Hubert, Québec.

- **Travel**

No travel expenses will be reimbursed.

- **Official languages**

The contractor must be able to provide a consultant that is able to communicate and draft documents in English.

2. Security Requirement

There are no security requirement associated with this request.

3. Trade Agreements

This request is not subject to any trade agreements.

4. The Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the 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.

5. Maximum available Funding

The available funding for the contract resulting from the bid solicitation is **\$190,000.00**, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

6. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

1.1. SACC Manual Clauses

The document 2003 (2022-03-29) - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26>

2. Submission of Bids

This bid solicitation allows bidders to use the 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.

Bids must be submitted ONLY TO:

- By Canada Post Corporation's (CPC) Connect service:

<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>

Canada Post Corporation's (CPC) Connect service: Section 08 (2022-03-29) - Transmission by CPV Connect service of document 2003 (2022-03-29) – Standard Instructions - Goods or Services - Competitive Requirements

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26#transmission-by-facsimile>

Or

- By Fax 819-997-9776

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

DO NOT COPY THE CONTRACTING AUTHORITY



3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority melanie.seguin@asc-csa.gc.ca **no later than three (3) 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.

5. Basis for Canada's Ownership of Intellectual Property

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

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

6. Communications Notification

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

7. 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.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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

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

- 3 separate documents
 - a) use a numbering system that corresponds to that of the Request for proposal

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the 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.

***See Annex G for precision on the presentation of the technical bid**

Section II: Financial Bid

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

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

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

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



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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Evaluation Criteria

2.1 Point Rated Technical Criteria (SEE TABLE #1)

To be declared responsive, a bid **MUST** achieve a pass on rated requirements outlined in the Table #1.

3. Financial Evaluation

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

4. Basis of Selection - Highest Rated within the 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 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) 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.



TABLE 1 - Point Rated Technical Criteria		
Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion should be addressed separately.		
	<u>MINIMUM POINTS REQUIRED</u>	<u>MAXIMUM TOTAL POINTS</u>
Technical criteria		
RC1. Understanding of Requirements	18.75	25
RC2. Merit of the proposal	12.5	25
Management criteria		
RC3. Quality of the management plan	12.5	25
RC4. Experience of the Team	12.5	25
Maximum score		100
Minimum score requirement	70	

Each point-rated criterion will be evaluated using a set of 5 benchmark statements (0, A, B, C and D). Each of these statements has a corresponding relative value:

- 0 = 0% of maximum point rating
- A = 25% of maximum point rating
- B = 50% of maximum point rating
- C = 75% of maximum point rating
- D = 100% of maximum point rating

As an example, the maximum point rating for the “Understanding the Requirements” criterion is 25 points. If a Bid receives a “C” for this criterion in the evaluation process, the score attributed will be: 75% of 25 points = 18.75 points (score).

Note that the minimum for this criterion is a C, as it is essential that the bidder demonstrate a strong technical understanding of requirements.



TECHNICAL CRITERIA

RC1. UNDERSTANDING THE REQUIREMENTS

This criterion assesses the degree to which the Bid demonstrates and applies understanding of the requirements stated in Annex C.

- 0) The Bid does not address the requirements; OR
The Bid does not demonstrate technical knowledge; OR
The proposal does not address this criterion.
- A) The Bid includes an incomplete overview of the technical principles underlying the curation of astromaterials; OR
The Bid demonstrates a basic understanding of some environmental conditions and the contamination control required to preserve the pristine nature of the samples during sample characterization and handling but there are gaps in understanding
- B) The Bid includes an overview of the technical principles underlying the curation of astromaterials; AND
The Bid exhibits a general understanding of the environmental conditions and the contamination control required to preserve the pristine nature of the samples during sample characterization and handling.
- C) The Bid demonstrates a relevant understanding of the technical principles underlying the curation of astromaterials and contamination control; AND
The Bid includes a relevant understanding of the environmental conditions and the contamination control required to preserve the pristine nature of the samples during sample characterization and handling; AND
The Bid highlights valid consideration regarding sample handling and provides a general summary of potential scientific investigations and the common sample handling associated with them.
- D) The Bid demonstrates a comprehensive understanding, substantiated by a literature review, of the technical principles underlying the curation of astromaterials and contamination control; AND
The Bid includes a comprehensive understanding, substantiated by a literature review, of the environmental conditions and the contamination control required to preserve the pristine nature of the samples during sample characterization and handling; AND
The Bid highlights meaningful considerations regarding sample handling and provides an extensive summary of potential scientific investigations and the common sample handling associated with them; AND
The Bid includes recommendations for additional procedures and capabilities that could be examined.

RC2. MERIT OF THE PROPOSAL

This criterion evaluates the merit and feasibility of the proposed approach relative to the Scope of Work presented in Annex C.

- 0) The proposal does not address this criterion.
- A) The proposed plan for the development of the sampling handling procedures and characterization is incomplete; OR
The proposed plan for identifying appropriate tools and equipment that will be required for sample preparation and characterization appears incomplete.
- B) The proposed plan for the development of the sampling handling procedures and characterization is described; AND



The proposed plan for identifying appropriate tools and equipment that will be required for sample preparation and characterization is described.

- C) The proposed plan for the development of the sampling handling procedures and characterization is described and the scientific approach detailed in this plan is appropriate; AND
 The proposed plan for identifying appropriate tools and equipment that will be required for sample preparation and characterization described and demonstrates that the proposed work will result in a detailed and complete list of equipment; AND
 The adequacy of the proposed planned is supported by references to prior developments, state of the art examples or a literature review on handling extraterrestrial materials.
- D) The proposed plan for the development of the sampling handling procedures and characterization is described including a preliminary high level concept of procedures and the scientific approach detailed in this plan is appropriate; AND
 The proposed plan for identifying appropriate tools and equipment that will be required for sample preparation and characterization is described and demonstrates that the proposed work will result in a detailed and complete list of equipment; AND
 The adequacy of the proposed planned is supported by references to prior developments, state of the art examples and a literature review on handling extraterrestrial materials.

MANAGEMENT CRITERIA

RC3. QUALITY OF THE MANAGEMENT PLAN

This criterion assesses the completeness and effectiveness of the management plan.

- 0) The work-plan is not presented; OR
 The Bid does not address this criterion.
- A) The work-plan as described in the proposal is poor; OR
 The work-plan is not effective in achieving the objectives of the work.
- B) The work-plan as described in the proposal is basic; OR,
 The work-plan appears likely to meet some of the objectives but there are gaps.
- C) The work-plan as described in the proposal is based on a methodological approach; AND
 The work-plan appears likely to achieve the objectives; AND
 Milestones and deliverables are described and address the full scope of the work.
- D) The work-plan as described in the proposal is based on a methodological approach; AND
 The work-plan will likely achieve all the objectives; AND
 Milestones and deliverables are described and address the full scope of the work; AND
 The schedule of tasks is defined and appropriate for each milestone.

RC4. TEAM CAPABILITY

This criterion assesses the capability (education, knowledge, experience, expertise and completeness of skillsets) of the personnel assembled to carry out the proposal.

- 0) The team does not have the required expertise; OR
 The proposal does not address this criterion.
- A) The team has no experience in conducting work similar in complexity and scope to what is requested in the SOW; OR
 The team lacks expertise and may not be capable of fulfilling the SOW; OR



There is no demonstrated history of time and project management for planetary science or space exploration initiatives.

- B) The key personnel identified in the proposed team have been involved in at least one project similar in complexity and scope to what is requested in the SOW; AND
The team is lacking some expertise but demonstrates that it is capable of fulfilling the SOW; AND
The team may have deficiencies in their history of time and project management relating to planetary science or space exploration initiatives.
- C) The key personnel identified in the proposed team has been involved in at least two projects similar in complexity and scope to what is requested in the SOW; AND
The expertise of the team demonstrates that they are capable of fulfilling the SOW; AND
The team has a well demonstrated history of time and project management relating to planetary science or space exploration initiatives; AND
Some of the work will be carried out by a team member that has direct involvement with the OSIRIS-REx mission.
- D) The key personnel identified in the proposed team has been involved in more than two projects similar in complexity and scope to what is requested in the SOW; AND
The expertise of the team demonstrates that they are highly capable of fulfilling the SOW; AND
The team has a very well demonstrated history of time and project management relating to planetary science or space exploration initiatives; AND
The majority of the work will be carried out by a team member that has direct involvement with the OSIRIS-REx mission.



PART 5 - CERTIFICATIONS

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.

1. Certifications Required with the Bid

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

1.1 Certification – Contract

SACC Manual Clause [A3015C](#) (2014-06-26)

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

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 ()

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

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

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

1.2.3 Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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

1.3 Ineligibility and Suspension Policy

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

- they have read and understand the **Ineligibility and Suspension Policy**; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;



- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.

1.4 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, **must provide a complete list of names of all individuals who are currently directors** of the Bidder. (See Annex E - 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 E - Integrity Form).
- Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1.5 Status and Availability of Resources

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

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

1.6 Education and Experience

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

1.7 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): _____



1.8 Certification – Bid

SACC Manual Clause [A3015T](#) (2014-06-26)

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

CERTIFICATION SIGNATURE

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

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

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.

- the Articles of Agreement;
- Annex A, Clauses and Conditions
Supplementary Conditions
 - [4007 \(2010-08-16\)](#) Canada to Own Intellectual Property Rights in Foreground Information
 - [4013 \(2022-06-20\)](#) Compliance with on-site measures, standing orders, policies, and rules
- General Conditions:
 - [2035 \(2022-05-12\)](#), General Conditions - Higher Complexity - Services
- Annex B, Basis of payment
- Annex C, Statement of Work;
- Annex D, Performance Evaluation
- the Contractor's proposal dated _____

2. Statement of Work

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

[2035 \(2022-05-12\)](#) General Conditions - Higher Complexity – Services, apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/20>

3.2 Supplementary Conditions

[4007 \(2010-08-16\)](#) Canada to Own Intellectual Property Rights in Foreground Information
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4007/3>

[4013 \(2022-06-20\)](#) Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.



4. Security Requirement

There is no security requirement applicable to the Contract.

5. Term of Contract

From contract award date to March 31, 2025.

6. Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm 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. Methods 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 invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) all work associated with the milestone and, as applicable, any deliverable required have been completed and accepted by Canada.

8. 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 the release document and any other documents as specified in the Contract;
- b) a copy of the monthly progress report.

Invoices must be distributed as follows:

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

CANADIAN SPACE AGENCY
9F012 – FINANCIAL SERVICES
facturation-invoicing@asc-csa.gc.ca

One (1) copy must be forwarded to the Business owner

9. 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>

10. 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.*)

11. Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Séguin
Procurement and Contract Administration
Agence Spatiale Canadienne
6767, route de l'Aéroport
St-Hubert (Québec) J3Y 8Y9
Phone : 438-364-1399
Email : melanie.seguin@asc-csa.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.

12. Business owner

To be inserted at contract award.
Name:
Canadian Space Agency
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9
Telephone: (450) 926-
E-Mail:

The Business owner 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 Business owner, however the Business owner 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.

13. Technical Authority (TA)

To be inserted at contract award.
Name: TBD
Canadian Space Agency
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9
Telephone: (450) 926-
E-Mail:



The Technical Authority (TA) is the Contractor's point-of-contact for all matters concerning the technological content of the work under this Contract. The TA is responsible for recommending for approval the technical progress of the work conducted under this contract. Any proposed changes to the scope of the work or otherwise are to be discussed and agreed with the Business owner, but any resultant changes can only be authorized by a contract amendment issued by the Contracting Authority.

14. Contractor's Representative

The Contractor's Representative for the Contract is:

Name:

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 D.

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 - 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.

19. Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. 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. 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".

20. 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 www.opo-boa.gc.ca.

21. 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 www.opo-boa.gc.ca.



ANNEX B

Basis of Payment

Pricing



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

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

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the milestone specified below its quoted firm all inclusive price per milestone (in Cdn \$).

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a) all travel and living expenses for work performed within the National Capital Region (NCR) and the Canadian Space Agency (CSA) in St-Hubert. The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>;
- b) any travel expenses for travel between the Contractor's place of business and the NCR and the CSA; and
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Milestone	Title	Schedule of the delivery	Estimated Percentage of the total work	Firm Price (in CAD \$)
MS1	Kick-off Meeting	Contract start + 1 week	5 %	_____ \$
MS2	Cleanroom Requirements Review	Contract start + 1 month		
MS3	Protocol Requirements Report	Contract start + 3 months	10 %	_____ \$
MS4	Definition of the Protocols Report	Contract start + 9 months	15 %	_____ \$
MS5	Development of Procedures Report	Dry Run Exercise #1– 1 month	15 %	_____ \$
MS6	Pre-Dry Run 1 Report	Dry Run Exercise #1 – 2 weeks	15 %	_____ \$
MS7	Dry Run 1 Exercise	Sample Arrival in Canada – 12 months		
MS8	Post-Dry Run 1 Report	Dry Run Exercise #1 + 1 month		
MS9	Pre-Dry Run 2 Report	Dry Run Exercise #2 – 1 month	15 %	_____ \$
MS10	Dry Run 2 Exercise	Sample Arrival in Canada – 6 month		
MS11	Post-Dry Run 2 Report	Dry Run Exercise #2 + 1 month		
MS12	Finalized Procedures	Sample Arrival in Canada – 1		



	Report	month		
MS13	Final Report and Project Close-Out	Sample Arrival in Canada + 3 months	10 %	_____ \$
Sub-total (Maximum funding \$190,000.00)				
Applicable taxes				
Total bid price				



ANNEX C

STATEMENT OF WORK (SOW)

See document attached entitled 9F012-22-0151 – Statement of Work



ANNEX D

Performance Evaluation Report



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	PWGSC Contracting Authority
Name:	Name:	Name:
Telephone #:	Telephone #:	Telephone #:
e-mail:	e-mail:	e-mail:
<p>1. How do you rate the Contractor's overall performance?</p> <p><input type="checkbox"/> below expectations <input type="checkbox"/> as expected <input type="checkbox"/> above expectations</p> <p>2. Resources</p> <p>a. Did the Contractor provide the resources as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Did the Contractor's resources conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Replacement Resources</p> <p>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</p> <p>b. Did the Replacement Resources meet the requirements of the RFP? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>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>a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Were the required Reports and Deliverables:</p> <p>a. In conformity with the Scope & Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Contract Management</p> <p>a. Did the Contractor deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Did the Contractor submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. Did the Contractor submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>e. Did the Contractor respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>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 E

INTEGRITY FORM

**To be included with certifications
(Section III : Certifications):**



Dénomination complète de l'entreprise / Complete Legal Name of Company	
Adresse de l'entreprise / Company's address	
NEA de l'entreprise / Company's PBN number	
Numéro de l'appel d'offre / Request for proposal's number	
Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres / Other members:	
Commentaires / Comments	



ANNEX F

CANADA POST'S INSTRUCTIONS



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

What is epost Connect?

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

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

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

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

Benefits to businesses

Sending bid submission files via epost Connect means:

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

How to participate

Please confirm your participation to PSPC's Bid Receiving Unit at:

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

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



ANNEX G

**TECHNICAL AND MANAGERIAL BID PREPARATION
INSTRUCTIONS**



C1. Technical and managerial bid

The structure of the Technical and Managerial Bid, and its subsections, are described below. Some of the subsection headings are followed by numbers in brackets that represent Evaluation Criteria (see Annex D of the Statement of Work, Table 1: List of Evaluation Criteria and Ratings) that are applicable to that specific section/subsection.

C.2 Title/Project Identification Page

The first page of the each bid submitted should state the following information.

- a) The Request For Proposal file number;
- b) The individual's name and address;
- c) The title of the proposed Project (the use of acronyms in the title is discouraged, unless they are described);
- f) An Executive Summary of the Bid (maximum **10 lines**). This should include a summary of the Bidder's experience and their strategy for developing the protocols.

C.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.

C.4 Project Definition and Plan

This section should describe the project and plan as outlined in the following subsections.

C.4.1 Understanding of Requirements (Evaluation Criterion 1)

This criterion assesses the degree to which the Bid demonstrates and applies understanding of the requirements stated in the SOW (Annex A, Section 3 – Work Requirements).

C.4.1.1 Background Context

This section provides background context. Understanding of the requirements should be demonstrated by providing an overview, substantiated by a literature review, of the technical principals underlying advanced curation of extraterrestrial materials with reference to challenges, prior developments, and state-of-the-art examples.

C.4.1.2 Understanding of Required Environmental Conditions and Contamination Concerns

This section highlights the sample curation requirements for the sample returned from Bennu. The application of requirements should be demonstrated by providing an overview of the environmental conditions that the Bennu samples will require. In addition, the Bid should provide an overview of the contamination concerns that need to be considered in the handling and manipulation of the sample. This should be substantiated by reference to the appropriate literature. This should reference the technical requirements within the SOW (Annex A – Section 3.1) and highlight why these technical requirements must be met.

C.4.1.3 Overall Considerations for Sample Characterization and Handling

The Canadian portion of the Bennu sample will be available for loans to the scientific community to conduct investigations. In this section, the Bidder should highlight the variety of scientific investigations that are commonly implemented in the study of astromaterials. In addition, an overview of the various sample preparations associated with those analyses should be described. In doing so, the Bid should also highlight additional procedures and capabilities beyond what is proposed within the SOW (Annex A – Section 3.2) that could be examined in this work.



C.4.2 Merit of the Proposal (Evaluation Criterion 2)

This criterion evaluates the merit and feasibility of the proposed approach relative to the Statement of Work presented in Annex C.

C.4.2.1 Sample Handling and Characterization Strategy

This section describes the proposed strategy for developing the sample handling and sample characterization procedures. It should describe the expected handling and sample manipulation that will be implemented once the sample arrives in Canada. In addition, the Bidder should identify how they plan to: (1) develop the procedures; (2) perform the dry run test for the procedures to ensure functionality; and (3) ensure that the sample handling does not introduce any contamination to the samples. This section should also highlight the proposed plan for compiling and identifying the list of required tools and equipment for sample handling and characterization. It should describe the factors that the Bidder plans to assess for each tool and equipment. The discussion should reference prior developments, state of the art examples and research literature on handling extraterrestrial materials.

C.4.3 Quality of the Management Plan (Evaluation Criteria 3)

The Bidder should present a Management Plan that will effectively and efficiently direct the project to a successful completion.

C.4.3.1 Work Breakdown and schedule

The Management Plan's presentation should breakdown the expected time required to complete each task and project milestone. This plan subsection should also identify critical issues that may jeopardize the successful completion of the work within cost and schedule constraints. The Bidder should provide a project timetable that relates tasks, milestones and deliverables with sufficient details to associated achievement of major tasks with milestones and deliverables. Linkage between activities should also be identified in the schedule. For planning purposes, use a project start date of November 1st 2022.

C.4.3.2 Milestones and Deliverables

This Management Plan subsection should contain a definition of the milestones and describe in detail all expected deliverables (refer to Annex A of the SOW for details).

C.4.4 Bidder's Capability (Evaluation Criterion 4)

This criterion assesses the technical capability and experience of the Bidder. In order to do the assessment, the Bidder should:

- Provide an overview of their experience and qualifications for the work involved. Particular attention should be paid to demonstrating their experiences and expertise in the advance curation of astromaterials and the OSIRIS-REx mission.
- The project manager's track record in past projects should be detailed with particular attention paid to projects related to space exploration and/or planetary science.
- Resumes should be provided in an Appendix to Section I of the bid.
- The roles and responsibilities of all team members should be described. It is to be noted that some of the budget may be allocated to support students.

C.5. Bid Appendices

C.5.1 Appendices Required with the Bid

The following item should be addressed in individual appendices as part of the bids:

- a) List of Acronyms: All the acronyms used in the Section I: Technical and Managerial 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 Managerial Bid;
- c) List of Contacts: The list of contacts should be appended to Section I: Technical and Managerial Bid, in a format suitable for distribution and should include all the Bidder's points-of-contacts involved in the bid development and/or during the Contract;



The following example format should be used:

Table C.1 : Bidder's List of Contacts

Role*	Name	Telephone	E-Mail
Project Manager			
Technical Lead			
Contractor's Representative			
Claims(Invoicing) Officer			
Etc.			

*Roles can be merge if executed by the same individual.

- d) **Bidder's criteria Substantiation:** For each of the applicable evaluation criteria, provide the substantiation and summarized cross-reference(s) to the bid as follow.

Bidder's Criteria Substantiation

The Bidder is requested to provide a substantiation, which should be submitted as an appendix to their Section I.

For each of the applicable criteria, the bidder should provide the substantiation and summarized cross-reference(s) to the bid. The substantiation should be concise yet sufficiently comprehensive to ensure that the evaluators get a good overall appreciation of the bid's merit relative to the specific criterion. Cross-references to appropriate sections of the bid should be provided and the essence of the referenced information should be summarized in the substantiation.

For convenience, a template for the Self-Evaluation Table is provided in Table 2. Enter each technical/management/impact criterion section number, and the substantiation.

TABLE 2: Bidder's criteria substantiation	
Company/Organisation: Project Title:	
Criterion	Substantiation
(Example) 1	Criterion substantiation and Bidder's bid cross-reference. It is expected that 200 words or so should be sufficient to make your case.