



REQUEST FOR PROPOSAL (RFP)

The Arctic Observing Mission (AOM) Pre-Formulation Study Mission
Design

**Bid Submission Deadline:
February 16, 2023 at 2:00 PM (EST)**

Transmission of proposal by **Canada Post Corporation's (CPC) Connect service** or by facsimile

Reference: CSA File No. **9F045-22-0235**

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



December 16, 2022



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six 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; and
- 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
- Annex C Statement of Work (SOW)
- Annex D Task Authorization Form
- Annex E Non-Disclosure Agreement
- Annex F Federal Contractors Program for Employment Equity - Certification
- Annex G Performance Evaluation Form
- Annex H Integrity Form
- Annex I Canada Post Corporation Instruction

1.2 Summary

1.2.1 Scope

As part of this contracting process, the Canadian Space Agency is seeking the services of a supplier to refine the mission design for the Arctic Observing Mission (AOM) and to provide substantiated cost estimates. Building on the work previously done under the Polar Communications and Weather (PCW) mission, this work will serve to assess and to estimate the cost of options for the implementation of mission objectives.

- **Period of the contract**
The period of the Contract is 18 months from contract awarded date.
- **Work location:**
The work will take place at the contractor office. Most (if not all) consultative work are expected to be virtual. If any meetings held at Canadian Space Agency headquarter (6767 rte. de l'Aéroport, Saint-Hubert, Quebec), it will be in accordance with safety guidelines in effect at the time of the meeting in the context of the COVID-19 pandemic response.
- **Travel**
As travel is not planned, no travel expenses will be reimbursed.



- **Official languages**

The contractor must be able to provide staffs that are able to communicate and draft documents in English

1.2.2 Security requirements

There are no security requirements associated with this requirement.

1.2.3 Task authorizations

This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

1.2.4 The Federal Contractors Program (FCP)

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6 - Resulting Contract Clauses and the Annex F titled Federal Contractors Program for Employment Equity - Certification.

1.2.5 The Canada Post Corporation Connect service

This bid solicitation allows bidders to use the CPC 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 and Annex I, of the bid solicitation, for further information.

1.3 Optional bidders' conference

A bidders' conference will be held virtually on January 17, 2023 at 3 pm (EST) via Microsoft TEAMS. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than January 13, 2023 at 4 pm (EST).

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

1.4 Maximum Funding

The total maximum funding available for the contract resulting from the bid solicitation is **\$3,000,000.00**, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate. This disclosure does not commit Canada to pay the maximum funding available. Bids valued in excess of this amount will be considered non-responsive.

1.5 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.



1.6 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 is available on the Canadian Purchasing and Sales website at www.achatsetventes.gc.ca under the "Supplier Complaint Process" tab.



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>) 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 (2022-03-29) 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: 120 days

2.2 Submission of Bids

Bids must only be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation cover page.

Bids must be submitted:

- By the Canada Post Corporation Connect service:
<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>

Canada Post Corporation connect service information: Section 08 (2022-03-29) - Transmission by Canada Post Corporation Connect of document 2003 – Standard Instructions - Goods or Services - Competitive Requirements.

Or

- By Fax : **819-997-9776**

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit the email address is:

tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 working 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.

2.4 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.

2.5 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.

2.6 Accessibility Standards

In accordance with the [Treasury Board Contracting Policy](#) and the [Accessible Canada Act](#), federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- a) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- b) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

2.7 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- Bidder should submit its bid electronically; Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications and Additional Information

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) **Unless otherwise noted, bidders are encouraged to submit bids electronically.** If hard copies are required, bidders should:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

- Bidders must submit their financial bid in accordance with the Basis of Payment in **Annex B**.
- Bidders should review Contract Cost Principles 1031-2 (2021-07-16)- <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs



- 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 offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications and Additional Information

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 and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) In conducting its evaluation of the bids, Canada may, **but will have no obligation to**, do the following:
 - seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation. If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 3 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.
 - contact any or all references supplied by bidders to verify and validate any information submitted by them;

4.1.1 Reference Checks:

- a) If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests using the email address provided in the bid. Canada will not award any points unless the response is received within 10 working days of the date that Canada's email was sent.
- b) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- c) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if
 - the reference customer states he or she is unable or unwilling to provide the information requested, or
 - the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself).Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- d) Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

At Bid closing time, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

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



TABLE #1 - MANDATORY CRITERIA (MC)			
Item	Description	Please indicate where you find it in the proposal	Met or not met
MC1	The Bidder MUST provide as part of the proposal, curriculum vitae of all key resources, and identify the role of each resource in the proposed work. The CVs MUST list at least one experience of similar scope to this contract, and MUST demonstrate where and how such experience was obtained. The key resources must include at a minimum, the project manager, Systems Engineer and technical/payload leads.		
MC2	The Bidder MUST provide at least three (3) Mission Analysis and Design work examples (such as Payload Analysis and Design, Mission Concept Design, Mission Development Planning and Data service delivery) that were successfully completed by the bidder within the past ten (10) years. ¹		

4.1.2.2 Point Rated Technical Criteria

Only bids that meet the mandatory criteria will be subject to point rating, as applicable. Rated criteria are used to assess various elements of the technical bid so that the relative merits of each bid can be determined.

TABLE #2- POINT RATED TECHNICAL CRITERIA (RC)			
Item	Point Rated Technical Criteria	Minimum points required	Maximum total points
RC1	Understanding of the objectives, requirements and issues presented in the statement of work.	10	20
RC2	Demonstrate successful experience on projects of scope and complexity similar to AOM.	20	40
RC3	Proposed Approach and Project Management Plan (PMP).	10	20
RC4	Technology Development Plan	10	20
RC5	Mission Concept Design	10	20
RC6	Experience in the design and analysis of Fourier Transform Spectrometers (FTS)	10	20
RC7	Experience in the design and analysis of Dispersive Spectrometers	10	20
RC8	Experience in the development of focal plane assemblies for spectroscopic instrumentation	10	20
RC9	Cost Methodology	5	20
Minimum score requirement		95	
Maximum score			200

RC1. Understanding of the objectives, requirements and issues presented in the statement of work

Minimum passing grade: 10

¹ CSA may contact past clients to request written certification supporting the past experience claims. The bidder must provide complete coordinates of a point of contact (name, phone number, email, organization, etc) for each study used to demonstrate compliance to this criterion with the submission of the bid.



0: The Bid does not reference the SOW or does not sufficiently show that the bidder understands what is expected of the work.

5: The Bid refers to the SOW objectives and requirements but does not demonstrate a sufficient level of understanding required to perform the work.

10: The Bid expands on the SOW objectives and requirements AND demonstrates a sufficient level of understanding required to perform the work AND provides a comprehensive discussion of the potential issues and expected challenges.

15: The Bid expands on the SOW objectives and requirements AND demonstrates a sufficient level of understanding required to perform the work AND provides a comprehensive discussion of the potential issues and expected challenges AND clearly describes the bidder's approach to overcome the different challenges in a manner consistent with the project timeline and resources available. The bidder clearly demonstrates its ability to perform the work, supported by references to existing applicable literature and previous relevant work, citing experience, methodology and knowledge gained to fulfil the requirements.

20: The Bid expands on the SOW objectives and requirements AND demonstrates a sufficient level of understanding required to perform the work AND provides a comprehensive discussion of the potential issues and expected challenges AND clearly describes the bidder's approach to overcome the different challenges in a manner consistent with the project timeline and resources available AND provides concrete examples from previous projects demonstrating the bidder's experience in overcoming these challenges. The bidder clearly demonstrates its ability to perform the work, supported by references to applicable literature and multiple examples from previous relevant work, citing experience, methodology and knowledge gained to fulfil the requirements. It identifies the issues and challenges that might be faced during the execution of the contract AND provides detailed, quantifiable courses of action to resolve them.

RC2. Demonstrate successful experience on projects of scope and complexity similar to AOM

Minimum passing grade: 20

0: The Bid does not demonstrate any technical or scientific knowledge of space mission analysis and design.

10: The Bid demonstrates some technical knowledge but lacks an adequate understanding of space mission analysis and design. The contractor does not demonstrate knowledge of different mission architecture elements such as space segment or ground segment subsystems or does not have sufficient experience in operational² science missions.

20: The Bid shows the bidder's knowledge and expertise in the field of space mission analysis and design AND demonstrates experience in all essential mission architecture elements including space segment and ground segment subsystems AND provides one (1) example of working on operational science space missions.

30: The Bid shows the bidder's knowledge and expertise in the field of space mission analysis and design AND demonstrates experience in all essential mission architecture elements including space segment and ground segment subsystems AND provides one (1) example of working on an operational science space mission of scope and complexity comparable to AOM.

40: The Bid shows the bidder's knowledge and expertise in the field of space mission analysis and design AND demonstrates experience in all essential mission architecture elements including space segment and ground segment subsystems AND provides one (1) example of working on an operational science space mission of scope and complexity comparable to AOM AND describes additional mission development

² "Operational" means currently or previously operating in orbit



experience applicable to development of the AOM mission concept, e.g. experience and lessons learned from Phase A-E development of Earth observation satellites.

RC3. Proposed Approach and Project Management Plan (PMP)

Minimum passing grade: 10

0: No PMP is provided or the PMP is provided but does not show that the bidder understands the scope of the work.

5: A PMP is provided that shows an understanding of the scope of the work but is missing sections that are deemed essential in space projects standards, or presents contradictory actions/information.

10: A PMP is provided that shows an understanding of the scope of the work AND that includes all necessary sections which are deemed essential in space projects standards AND there are no contradictory actions/information.

15: A PMP is provided that shows an understanding of the scope of the work AND that includes all necessary sections which are deemed essential in space projects standards AND there are no contradicting information AND It identifies the issues and challenges that might be faced during the execution of the contract but provides no solutions to them.

20: A PMP is provided that shows an understanding of the scope of the work AND that includes all necessary sections which are deemed essential in space projects standards AND there are no contradicting information AND It identifies the issues and challenges that might be faced during the execution of the contract AND provides detailed, quantifiable courses of action to resolve them.

RC4. Technology Development Plan

Minimum passing grade: 10

0: The Bid does not demonstrate sufficient experience in development plans for space missions.

5: The Bid provides one (1) example of a technology development plan in which the bidder was involved but does not sufficiently describe the methodology used to perform a TRRA (Technology Readiness and Risk Assessment).

10: The Bid provides a comprehensive and detailed example of one (1) technology development plan in which the bidder was involved AND describes the methodology used to perform a TRRA AND demonstrates experience in the implementation of some elements of a space mission (Phase 0 through Phase E).

15: The Bid provides a comprehensive and detailed example of one (1) space mission development plan in which the bidder played a significant role AND describes the methodology the bidder used to perform a TRRA AND demonstrates experience in the implementation of some elements of a space mission (Phase 0 through Phase E) of similar complexity to AOM or greater AND demonstrates a capacity to identify technology development activities in the context of the Canadian space industry

20: The Bid provides comprehensive and detailed examples of two (2) space mission development plans in which the bidder played a significant role AND describes in detail the methodology used to perform a TRRA AND demonstrates experience in most or all aspects of the implementation of a space mission (Phase 0 through Phase E) of similar complexity to AOM or greater AND demonstrates a capacity to identify technology development activities in the context of the Canadian space industry



RC5. Mission Concept Design

Minimum passing grade: 10

0: The bid does not demonstrate sufficient experience in practical mission design analysis to support the development of a mission.

5: The Bid provides one (1) example of mission design analysis but does not describe the tools used for mission design activities.

10: The Bid describes one (1) mission design analysis activity in which the bidder was involved AND describes some of the tools the bidder used for mission design activities.

15: The Bid provides an example of one (1) mission design analysis activity, including development of mission requirements and trade-off analysis, in which the bidder played a significant role AND provides a comprehensive description of all the tools the bidder used for mission design activities.

20: The Bid provides examples of two (2) mission design analysis activities, including development of mission requirements and trade-off analysis, in which the bidder played a significant role AND describes in detail the tools used for mission design activities AND identifies on which mission they have been used AND describes experience throughout the mission lifecycle (Phase 0 through Phase E) of a mission of similar complexity to AOM or greater.

RC6. Experience in the design and analysis of Fourier Transform Spectrometers (FTS)

Minimum passing grade: 10

0: The Bid does not address experience related to the design of FTS instruments.

5: The Bid describes limited experience in the design of FTS instruments. The experience described may include studies and prototypes produced, but does not include a finished design that has been produced and demonstrated or describes an FTS developed for an application with low relevance to the present study.

10: The Bid identifies one (1) completed FTS instrument for atmospheric measurements that has been successfully demonstrated by the bidder in space or a representative environment. A description of analyses, simulators, tools, models, etc. that the bidder has or is currently using for FTS design is provided.

15: The Bid identifies two (2) completed FTS instrument for atmospheric measurements, at least one (1) of which has been successfully demonstrated in a space or representative environment. The bid also demonstrates evidence of studies on imaging FTS development. A description of analyses, simulators, tools, models, etc. that the bidder has or is currently using for FTS design is provided and demonstrates experience in the following areas:

- Optical design
- Performance analyses for space-based atmospheric gas observations
- First order opto-mechanical design
- Resource estimates (mass, power, volume, data rates)

20: The Bid identifies two (2) completed FTS instrument for atmospheric measurements, at least one (1) of which has been successfully demonstrated on a space mission. The bid also demonstrates evidence of experience in the development of an imaging FTS for measurements from space or a representative environment. A description of analyses, simulators, tools, models, etc. that the bidder has or is currently using for FTS design is provided and demonstrates experience in the following areas:

- Optical design
- Performance analyses for space-based atmospheric gas observations



- First order opto-mechanical design
- Resource estimates (mass, power, volume, data rates)

RC7. Experience in the design and analysis of Dispersive Spectrometers

Minimum passing grade: 10

0: The Bid does not address experience related to the design of dispersive spectrometers.

5: The Bid describes limited experience in the design of dispersive spectrometers. The experience described may include studies and prototypes produced, but does not include a finished design that has been produced and demonstrated or describes a dispersive spectrometer developed for an application with low relevance to the present study.

10: The Bid identifies one (1) completed dispersive spectrometer for atmospheric measurements that has been successfully demonstrated by the bidder in space or a representative environment (e.g. airplane or stratospheric balloon). A description of analyses, simulators, tools, models, etc. that the bidder has or is currently using for the design of a dispersive spectrometer is provided.

15: The Bid identifies two (2) completed dispersive spectrometer for atmospheric measurements, at least one (1) of which has been successfully demonstrated in a space or representative environment. A description of analyses, simulators, tools, models, etc. that the bidder has or is currently using for the design of dispersive spectrometers is provided and demonstrates experience in the following areas:

- Optical system design
- Dispersive spectrometer performance analyses for space-based atmospheric gas observations
- Engineering budgets (mass, power, volume, data rates)

20: The Bid identifies two (2) completed dispersive spectrometer for atmospheric measurements, at least one (1) of which has been successfully demonstrated on a space mission. A description of analyses, simulators, tools, models, etc. that the bidder has or is currently using for the design of dispersive spectrometers is provided and demonstrates experience in the following areas:

- Optical system design
- Dispersive spectrometer performance analyses for space-based atmospheric gas observations
- Engineering budgets (mass, power, volume, data rates)

RC8: Experience in the development of focal plane assemblies for spectroscopic instrumentation

Minimum passing grade: 10

0: No experience in the development of focal plane assemblies¹ for spectroscopic instrumentation

5: Experience in translating user's requirements of an optical instrument to focal plane assembly^[1] specification, performing focal plane array vendor and technology trade-off studies, and developing a focal plane assembly from conception to design validation and verification confirming that user needs are met.

10: Experience in translating user's requirements of an optical instrument to focal plane assembly¹ specification, performing focal plane array vendor and technology trade-off studies, and developing a focal plane assembly from conception to design validation and verification confirming that user needs are met.

^[1] For the purpose of the evaluation criteria, the focal plane assembly is defined as focal plane array mounted in a package that provides mechanical, electrical and thermal interfaces to an instrument. Procurement of a focal plane array for the assembly is expected, such that experience in the manufacture of focal plane arrays is beyond scope.



Experience in the design, development, qualification, assembly and testing of focal plane subsystems operating in visible and infrared spectral regions for optical payloads in development of space programs.

15: Experience in translating user's requirements of an optical instrument to focal plane assembly¹ specification, performing focal plane array vendor and technology trade-off studies, and developing a focal plane assembly from conception to design validation and verification confirming that user needs are met. Experience in the design, development, assembly, testing and qualification of focal plane array subsystems operating in the visible and infrared spectral regions for the environmental specification of space missions. Demonstrated successful deployment of the focal plane subsystems on board one (1) satellite mission.

20: Extensive experience in translating user's requirements of an optical instrument to focal plane assembly¹ specification, performing focal plane vendor and technology trade-off studies, and developing a focal plane assembly from conception to design validation and verification confirming that user needs are met. Extensive experience in the design, development, manufacturing, assembly, testing and qualification of focal plane arrays operating in the visible and infrared spectral regions for the environmental specifications of various space missions and multiple satellites designed for different orbits (such as LEO, GEO and HEO). Demonstrated successful deployment of the focal plane subsystems on board two (2) or more satellite missions on two (2) or more orbits.

RC9. Cost Methodology

Minimum passing grade: 5

0: No Work Breakdown Structure for the mission is provided, or the Work Breakdown Structure provided does not demonstrate that the bidder has understood the components of the mission as described in the SOW and of space projects.

5: A Work Breakdown Structure is provided which demonstrates that the bidder has understood the components of the mission and of space projects AND a generic cost estimation methodology is provided.

10: A Work Breakdown Structure is provided which demonstrates that the bidder has understood the components of the mission and of space projects AND detailed, well-informed cost estimation methodologies are assigned to each element.

15: A Work Breakdown Structure is provided which demonstrates that the bidder has understood the components of the mission and of space projects AND detailed, well-informed cost estimation methodologies are assigned to each element AND preliminary cost drivers are identified per Work Breakdown Structure item.

20: A Work Breakdown Structure is provided which demonstrates that the bidder has understood the components of the mission and of space projects AND detailed, well informed cost estimation methodologies are assigned to each element AND preliminary cost drivers are assigned to each Work Breakdown Structure item AND a minimum of one (1), well informed cost driver and sensitivity to this driver, is identified per Mission/User Requirement.

4.1.3 Financial Evaluation

- a) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- b) The maximum funding available for the Contract resulting from the bid solicitation is **\$3,000,000.00** (Applicable Taxes extra, as appropriate). The breakdown is as follow; Firm-fixed Price of **\$2,500,000.00** for the work describe in Annex C-SOW, and **\$500,000.00** for the Task Authorization part described in Annex C-SOW section 4.2.7.



Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

- c) Bidders must complete the must complete Table A and B - pricing schedule at **Annex B - Basis of Payment**. The information in this Annex will form part of the resulting contract.

The submitted price evaluated refers to the total amount of Table A.

4.2 Basis of Selection

SACC *Manual* Clause [A0027T](#) , Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria (see Table #1); and
 - c) obtain the required minimum points specified for each criterion for the technical evaluation (see Table # 2), and
 - d) obtain the required minimum of 95 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 points.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **80% for the technical merit and 20 % for the price**.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. **The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.** In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 180 and the lowest evaluated price is \$900,000 (900).

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)			
	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>
<i>Overall Technical Score</i>	100/180	135/180	120/180
<i>Bid Evaluated Price</i>	\$1,000,000	\$1,500,000	\$900,000
Calculations			
<i>Technical Merit Points</i>	$100 / 180 \times 80 = 44.44$	$135 / 180 \times 80 = 60.00$	$120 / 180 \times 80 = 53.33$
<i>Price Points</i>	$1000 / 900 \times 20 = 18$	$1500 / 900 \times 20 = 12$	$900 / 900 \times 20 = 20$
<i>Combined Rating</i>	62.44	72.00	73.33
<i>Overall Rating</i>	3 rd	2 nd	1st



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 Certification – Bid

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.

5.1.2 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.

5.1.2.1 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.

5.1.2.2 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.

5.1.2.3 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.

5.1.3 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): _____

5.1.4 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions:

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



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

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 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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

The Bidder must provide the Contracting Authority with a completed Annex F titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4 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.

5.2.5 Certification and Information verification

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

5.2.6 Insurance Requirements

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.

5.2.7 Certification – Contract

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

5.3 Certification signature

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

5.1.1 Certification – Bid

5.1.2 Former Public Servant

5.1.3 Procurement Business Number

5.1.4 Integrity Provisions

5.2.1 Ineligibility and Suspension Policy

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification



- 5.2.3 Status and Availability of Resources
- 5.2.4 Education and Experience
- 5.2.5 Certification and Information verification
- 5.2.6 Insurance Requirements
- 5.2.7 Certification – Contract

Signature

Date

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

Phone :

E-Mail :



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions
 - 4006 (2010-08-16) - [Contractor to Own Intellectual Property Rights in Foreground Information](#)
- c) the general conditions [2035 \(2022-12-01\); Higher Complexity - Services](#)
- d) Annex C, Statement of Work
- e) Annex B, Basis of Payment;
- f) Annex E, Non-Disclosure Agreement
- g) Signed Task Authorizations (including all of its annexes, if any);
- h) the Contractor's bid dated _____, (*insert date of bid*)

6.2 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.

6.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

[4006](#) (2010-08-16) - Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.3 Period of the Contract

The period of the Contract is 18 months from contract award date.

6.4 Statement of Work

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

6.5 Security Requirements

There is no security requirement applicable to the Contract.

6.5.1 Non-disclosure Agreement

The Contractor and subcontractor(s) must complete and signed non-disclosure agreement, attached at **Annex E**, and provide it to the Business owner before they are given access to information by or on behalf of Canada in connection with the Work.



6.6 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.6.1 Task Authorization Process

1. The Business Owner will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Business owner, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment - Annex B, specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Business Owner has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.
5. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

6.6.2 Task Authorization Limit

The Business Owner may authorize individual task authorizations up to a limit of **\$ 100,000.00**, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Business owner and Contracting Authority before issuance.

6.6.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.6.4 Limitation of expenditure - Task Authorizations

- 1) Canada's total liability to the Contractor under the Task Authorizations must not exceed **\$ 500,000.00**. Customs duties are included and Applicable Taxes are extra.
- 2) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75% committed, or
 - b) four months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.



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

6.7 Payment

6.7.1 Basis of Payment – Firm Price

For the Work described in the Statement of Work in Annex C, and not under Task authorization :

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

For the firm price portion of the Work only, 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.

6.7.2 Basis of payment - Firm Unit Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.3 Terms of Payment- Milestones

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B –Basis of payment, Table A and in each Individual task authorizations of 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 has been completed and accepted by Canada

6.7.4 Time Verification

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

6.8 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 Business Owner.
- One (1) copy must be forwarded to the following address for certification and payment:

Canadian Space Agency
9F045 – Financial Services
facturation-invoicing@asc-csa.gc.ca

6.9 Electronic Payment of Invoices – Contract

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>

6.10 Authorities

6.10.1 Contracting Authority

Name: Valérie Geoffroy
Title: Senior Contracting Officer
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert (Quebec) J3Y 8Y9
Phone: (438) 364-2385
E-mail: valerie.geoffroy@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.

6.10.2 Business Owner

The Business owner for the Contract is

Name:
Title:
Division:
Phone:
E-mail:

In its absence, the Business owner is:

Name:
Title:
Division:
Phone:
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.



6.10.3 Contractor's Representative

Name:
Title:
Organization:
Phone:
E-mail:

6.11 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.

6.12 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.13 Applicable Laws

The 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 as specified by the Bidder in its bid, if applicable*).

6.14 Export

This contract will include access to export-controlled documents. The contractor must expect to be asked to sign and comply with export licenses from foreign governments and/or industry.

6.15 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.

6.16 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 – Annex G is used to record the performance.

6.17 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.



6.18 Office of the Procurement Ombudsman clause

6.18.1 Recourse for suppliers with respect to the procurement process

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

6.18.2 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.

6.18.3 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

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 pricing schedules Table A and Table B and include it in its financial bid.

- The Bidder must respond to pricing schedule Table A by inserting in its financial bid for each milestone specified below, its quoted **firm price all inclusive fees** (in \$CDN) for the proposed team of the consultant.
- The Bidder must respond to pricing schedule Table B by inserting in its quoted **firm all inclusive hourly rate (in \$CDN)** for each of the Consultant categories identified for the project. Those rates will be use for Task Authorization, if needed.
- The rates specified below, when quoted by the Bidder, include travel and living expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.

Table A: Firm price per milestones				
Milestone	Deliverables	Targeted Date (ACA: After contract award)	Proposed payment % per milestone	Firm Price (\$CND)
1	Kick-off Meeting [KOM]	ACA + 2 weeks	0%	
2	Requirements and Orbit Review (ROR)	ACA + 2 months	15%	\$
3	Instruments Conceptual Design Review (ICDR)	ACA + 7 months	15%	\$
4	System Conceptual Design Review (SCDR)	ACA + 12 months	20%	\$
5	Mission Concept Review (MCR)	ACA + 14 months	20%	\$
6	Mission Requirements Review (MRR)	ACA + 18 months	30%	\$
Sub-total (maximum funding \$2,500,000.00)				\$
			Taxes (if applicables) _____ %	\$
			Total	\$

Table B: Firm hourly rate for Individual task authorization	
Resource category and resource name (specify)	Firm hourly rate
Project manager	(specify) _____ \$
Systems Engineer	(specify) _____ \$
Technical / payload leads	(specify) _____ \$
<i>(specify) (if applicable)</i>	(specify) _____ \$
<i>(specify) (if applicable)</i>	(specify) _____ \$
<i>(specify) (if applicable)</i>	(specify) _____ \$
Limitation of expenditure	
\$ 500,000.00	

Definition of a Day

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate must be prorated to reflect the actual time worked.



ANNEX C – STATEMENT OF WORK

The Contractor must perform the Work specified in the statement of work attached, named Annex C - CSA-AOM MDC-SOW-0001, dated December 6 2022.



ANNEX D – TASK AUTHORIZATION FORM

TASK AUTHORIZATION			
Contractor:			
Contract number:		Task number:	
TASK AUTHORIZATION REQUEST <i>(For completion by Technical Authority)</i>			
Description of Work to be Performed / Statement of Work			
PERIOD OF SERVICES		From:	To:
Work Location			
Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:	
Level of security clearance required for the contractor's personnel			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			
Linguistic requirements (if required):			
TASK AUTHORIZATION FINANCIAL PROPOSAL - <i>(For completion by Contractor)</i>			
Estimated Cost Contract <i>(Insert additional rows as required or annex if needed)</i>			
Category and name of proposed resource	Firm Rate	Estimated Level of effort	Total cost
			\$
			\$
			\$
Labor estimated cost	Subtotal		\$
Travel and living expenses	Subtotal		\$
Other Direct Expenses The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.	Subtotal		\$
Total Firm price (taxes extra)			\$
TASK AUTHORIZATION APPROVAL (Signing Authorities)			
Name and title of individual authorized to sign on behalf of contractor	Signature	Date	
Name of individual authorized to sign on behalf of Canadian Space Agency (CSA) Business Owner	Signature	Date	
Name of individual authorized to sign on behalf of CSA contracting authority <i>(for task over the task authorization limit)</i>	Signature	Date	
Basis of Payment & Invoicing			
Each individual Task Authorization issued under the contract will be a firm price basis of payment. Canada will pay the contractor by milestone(s) in accordance with the Basis of Payment.			



ANNEX E – NON-DISCLOSURE AGREEMENT

**RECIPROCAL EXCHANGE OF CONFIDENTIAL INFORMATION
NON-DISCLOSURE AGREEMENT**

Between

The CANADIAN SPACE AGENCY

And

Name of the other Party



This Agreement is made

BETWEEN: The **CANADIAN SPACE AGENCY**, an agency of the Government of Canada, having its headquarters located at 6767 route de l'Aéroport, Saint-Hubert, Quebec, Canada J3Y 8Y9 (hereinafter referred to as the "CSA").

PARTY OF THE FIRST PART

AND: *Name of the other party*, a body corporate duly incorporated under the laws of *Name of the province or country*, having its Head Office at *Address of Headquarters* herein represented by *Name of the representative* who declares to be fully and dully authorized (hereinafter referred to as "*Abbreviation of other party's name*").

PARTY OF THE SECOND PART

(herein referred to alternately as a "Party" or together as the "Parties")

WHEREAS the CSA and the [*Abbreviation of other party's name*] wish to exchange Confidential Information, for the purpose of _____ (hereinafter referred to as the "Purpose");

AND WHEREAS both Parties desire to keep the exchange of Confidential Information under confidence, and agree to keep the Confidential Information received from the other Party confidential,

NOW THEREFORE in consideration of the mutual undertakings under this Agreement, the Parties agree as follows:

1.0 DEFINITIONS

1.1 **Confidential Information** means information that a Party discloses to the other Party in relation to the Purpose that is either marked as confidential through a conspicuous caption or otherwise identified as confidential in writing. Such information may come in any tangible form, whether in electronic, written, graphic, or other tangible forms and may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names, and other technical, scientific, financial or commercial information. Any oral information of the same nature shall be treated as Confidential Information as soon as it is disclosed, provided it is reduced to writing, marked as "Confidential", and given to the Receiving Party within 10 days of oral disclosure.

1.2 **Confidentiality Agreement or Agreement** refers to this document in its entirety including its annexes and schedules if any, and not to any particular section or portion thereof or any of its amendments, annexes or schedules.

1.3 **Disclosing Party** means, in relation to a given Confidential Information, the Party that discloses that Confidential Information to the other Party;

1.4 **Receiving Party** means, in relation to a given Confidential Information, the Party that receives that Confidential Information from the other Party;

2.0 RESTRICTIONS ON DISCLOSURE AND USE

2.1 The Receiving Party shall not disclose the Confidential Information to anyone, except as provided for in this Agreement.



- 2.2 The Receiving Party shall not disclose the Confidential Information to any third party, without the express written consent of the Disclosing Party.
- 2.3 The Receiving Party shall not use the Confidential Information, except in relation to the Purpose.
- 2.4 The Receiving Party shall not copy or reproduce the Confidential Information without the express written consent of the Disclosing Party, except for such copies that may be reasonably required to fulfill the Purpose.
- 2.5 The Receiving Party shall not disseminate the Confidential Information within its own organization except to the extent reasonably necessary to fulfill the Purpose and shall disclose the Confidential Information only to its employees who have a need to know in relation to the Purpose and who are bound to obligations no less restrictive than those set forth under this Agreement. It is understood that, whenever the CSA is the Receiving Party, "organization" shall mean the Government of Canada, and "employees" shall include any employee, officer, agent or servant of His Majesty the King in right of Canada.
- 2.6 In safeguarding and protecting the Confidential Information, the Receiving Party shall use the same degree of care used to protect its own Confidential Information, provided such degree of care is no less than a reasonable one.
- 2.7 All Confidential Information remains the sole property of the Disclosing Party, or of any other person or entity to which it lawfully belongs, as applicable. No right or licence, other than expressly contained herein, is granted in the Confidential Information by this Agreement or the disclosure of Confidential Information.
- 2.8 A Party must stop disclosing Confidential Information to the other Party if that other Party so requests in writing.
- 2.9 Notwithstanding paragraph 2.2, the Receiving Party may disclose the Confidential Information to contractors who have a need to know in relation to the Purpose and who are bound to obligations no less restrictive than those set forth under this Agreement.

3.0 CONFIDENTIALITY EXCLUSIONS

- 3.1 The obligations of the Receiving Party under Article 2.0 above do not apply to information that can be proved to be:
- a) in the public domain at the time of its disclosure or that later becomes publicly available without a breach of this Agreement;
 - b) previously known or becomes known to the Receiving Party from a third party, provided that the third party is not, to the knowledge of the Receiving Party, itself in breach of any obligation of confidence with respect to the Confidential Information;
 - c) independently developed by the Receiving Party without reference to Confidential Information;
 - d) obligated to be disclosed by order of a Tribunal or Court of competent jurisdiction or under a valid subpoena, provided that the Receiving Party promptly notify the Disclosing Party of such event so that the Discloser may seek an appropriate protective order or waive compliance by the Receiving Party with the terms of this Agreement;
 - e) required to be disclosed to the extent necessary to comply with the requirements of a government agency or other applicable law or regulation, including, in the case of the CSA, the *Access to Information Act*, (R.S.C., 1985 c.A-1) provided that the Receiving



Party first provides the Disclosing Party with notice of such requirements and of its intent to disclose the information.

4.0 NO REVERSE ENGINEERING

4.1 The Receiving Party shall not reverse engineer, disassemble or decompile the Confidential Information, either alone or in concert with a third party.

5.0 TERM, EXPIRY AND TERMINATION

5.1 This Agreement shall enter into force on the date of last signature and shall govern the use and disclosure of all Confidential Information exchanged between the Parties for the Purpose from the date of last signature to [fill in the date of end].

5.2 This Agreement may be terminated by either Party at any time upon [Fill in the delay as appropriate] written notice to the other Party, or immediately by a Party upon notice that the other Party has breached this Agreement. The restrictions on disclosure, use and reverse engineering under this Agreement shall survive the expiry or termination of this Agreement [for a period of X years following the expiry or termination of this Agreement], unless the Parties agree otherwise in writing.

5.3 Upon expiry or termination of this Agreement, or earlier if a Party so requests in writing, each Party must, save for any copy that must be preserved in order to comply with a legal requirement, return all Confidential Information received from the other Party or destroy it and give the other Party a written certificate confirming its destruction

6.0 INTENT & INTERPRETATION

6.1 This Agreement shall be governed and construed in accordance with the laws in force in the Province of Ontario, Canada.

6.2 The Parties expressly requested that this Agreement be drafted in English. Les parties ont expressément requis que cette entente soit rédigée en anglais.

6.3 Notwithstanding any other provision of this Agreement, it is acknowledged that the CSA's obligations and undertakings under this Agreement are subject to applicable laws and regulations including the *Access to Information Act* (R.S.C. 1985, c. A-1) and the *Library and Archives of Canada Act* (S.C. 2004, c.11).

6.4 This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. For greater certainty, nothing in this Agreement shall be construed as to constitute a request for proposal for the procurement of any goods or services to His Majesty in right of Canada or as a promise to enter into a contract for such procurement.

6.5 No Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party.



7.0 NOTICES

7.1 Unless otherwise notified, the representative of the Parties for the purpose of the Agreement shall be:

For the CSA:

For the *[Abbreviation of other party's name]*:

7.2 All notices under this Agreement shall be provided in writing and shall be delivered personally; by courier; by double registered mail; by facsimile; by electronic mail or any combination of the foregoing to the addresses and persons cited above or, subsequently, to such other persons or addresses or numbers as the Party may from time to time, designate in writing to the other Party.

IN WITNESS WHEREOF, this Agreement has been duly executed by an authorized representative of the Canadian Space Agency and by an authorized representative of *Name of the other party*.

For the CANADIAN SPACE AGENCY

Name, title

Date

For *[Abbreviation of other party's name]*

Name, title

Date



ANNEX F- FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

PART 5, section 5.2.2 of the bid solicitation

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex F - Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



ANNEX G - PERFORMANCE EVALUATION FORM

SA #:		Contract #:	
Contractor's Name:		Award Amt:	Award Date:
Contractor's Address:		Final Amt:	End Date:
		Total Spent:	
		TA Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Work:		Amendment History:	
Client Department:			
Project Authority		Procurement Authority	
Name:	Name:	PWGSC Contracting Authority	
Telephone #:	Telephone #:	Name:	
e-mail:	e-mail:	Telephone #:	
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 H – INTEGRITY FORM

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 I - CANADA POST CORPORATION INSTRUCTION

- a) Unless specified otherwise in the bid solicitation, bids may be submitted by using the Connect service provided by Canada Post Corporation.
 - PWGSC regional offices: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation. (psgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca),
- b) To submit a bid using CPC Connect service, the Bidder must either:
 - send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, **at least six (6) business days prior to the solicitation closing date and time, (in order to ensure a response)**, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- c) If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d) If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e) The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f) It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- g) For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid.
- h) The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i) Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j) A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.