



<p>RETURN BIDS by : RETOURNER LES SOUMISSIONS Par :</p> <p>Service Connexion de la Société canadienne des postes (SCP) / Canada Post Corporation's (CPC) Connect service</p> <p>Or / ou</p> <p>Fax : 819-997-9776</p>	<p>Title / Titre CSA Safety Review Panel and Product Assurance, Reliability Analyses to Support the Gateway Canadarm 3 Projects / Comité d'examen de la sécurité de l'Agence spatiale canadienne (ASC) et de l'assurance produit, d'analyses de fiabilité à l'appui des projets Gateway Canadarm 3</p> <hr/> <p>Solicitation No. / N° de l'invitation 9F037-23-0091</p> <hr/> <p>Date : January 24, 2024/ 24 janvier 2024</p> <hr/> <p>Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM EST / HNE On / le : February 23, 2024/ 23 février 2024</p> <hr/> <p>Address Inquiries to : / Adresser toute demande de renseignements à : Valérie Geoffroy Phone / Téléphone : 438-364-2385 Email / Courriel : valerie.geoffroy@asc-csa.gc.ca</p> <hr/> <p>Destination of Goods, Services, and Construction / Destination des biens, services, et construction Canadian Space Agency/ Agence spatiale canadienne 6767 Route de l'Aéroport St-Hubert, Quebec, J3Y 8Y9</p>
<p>REQUEST FOR PROPOSAL (RFP) / DEMANDE DE PROPOSITION (DDP)</p> <p><i>Offer to: The Canadian Space Agency We hereby offer to provide to Canada, as represented by the Canadian Space Agency, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.</i></p> <p><i>Offre à: L'Agence spatiale canadienne Nous offrons par la présente de fournir au Canada, représenté par l'agence spatiale canadienne, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.</i></p>	<p style="text-align: center;">TO BE COMPLETED BY THE BIDDER <i>(type or print)</i> A ÊTRE COMPLÉTÉ PAR LE SOUMISSIONNAIRE <i>(taper ou écrire en caractères d'imprimerie)</i></p> <hr/> <p>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</p> <hr/> <p>Phone No. / No. de telephone</p> <hr/> <p>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</p> <hr/> <p>Signature & Date:</p>



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

1.2 Summary

The Canadian Space Agency is requesting services of a consultant to provide independent support, oversight of the GATEWAY Canadarm 3 projects GERI and the Gateway External Robotics System (GERS), Safety and Reliability functions. The Consultant will support the Office of Safety and Mission Assurance (OSMA) to develop plans and processes required to implement a Safety Review Panel (CSRP) which will be used on the Canadarm 3 projects and other projects at CSA.

- **Period of the Contract**
The period of the Contract is 12 months from contract award date.
- **Option to Extend the Contract**
The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to an (1) additional (1) year period under the same conditions.
- **Work location**
The work will take place at the contractor office. Most (if not all) consultative work is expected to be virtual.
- **Travel**
As travel is not planned, no travel expenses will be reimbursed.
- **Official languages**
All communications (oral and written) between the Contractor and Government representatives can be conducted in English and deliverables will be provided in English.

1.3 Security

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more



information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Trade Agreements

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

1.5 Comprehensive Land Claims Agreements (CLCAs)

The resulting contract will not include deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement, outside of this bid solicitation.

1.6 Controlled good

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

1.7 Canada Post Corporation's (CPC) 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, of the bid solicitation, for further information.

1.8 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.



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 (2023-06-08) 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: 90 days

2.1.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- a) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties, OR
- b) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.1.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1) That certifications and securities required at bid closing are included
- 2) That bids are properly signed, that the bidder is properly identified.
- 3) Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4) That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5) All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.



2.2 Submission of Bids

Bids must be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

- 1) For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) 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.

Or

- 2) Facsimile number: 819-997-9776

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (5) days workdays 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 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.



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- 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.

2.7 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 INSTRUCTION

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. 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 & Additional Information

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

3.1.1 Format for Bid

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

- use 8.5 x 11-inch (216 mm x 279 mm) format.
- use a numbering system that corresponds to the bid solicitation.
- include a title page at the front of the technical bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative.

3.1.2 Canada's Policy on Green Procurement

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#), when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Bidders are encouraged to submit bids electronically

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.



3.2 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

3.3 Section II: Financial Bid

- 1) Bidders must submit their financial bid in accordance with the pricing schedule detailed in Section 4.3 (Table # 3).
- 2) Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 3) When preparing their financial bid, Bidders should review clause 4.3, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.7, Payment, of Part 7 of the bid solicitation.
- 4) Under any resulting contract, Canada will not accept the travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- 5) The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

3.4 Section III: Certifications & Additional Information

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

3.5 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.



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 two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - contact any or all references supplied by bidders to verify and validate any information submitted by them.

4.2. Technical Evaluation

4.2.1 Joint Venture Experience

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

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

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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



- Contracts all signed by A;
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture, or
 - Contracts signed by A and contracts signed by A and B in joint venture, or
 - Contracts signed by B and contracts signed by A and B in joint venture.
- that show in total 100 billable days.

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

4.2.2 Mandatory Technical Criteria

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately

TABLE #1 - MANDATORY CRITERIA (MC)		
Item	Description	Met or not met <i>(Please indicate where find it in the proposal)</i>
MC1	The Bidder must identify the proposed resource by name and certify that the Proposed resource is not working on an existing CSA program or project.	
MC2	The Bidder must demonstrate that the proposed resource holds a senior level of experience. By senior level experience, it is implied that the proposed resource possess: <ul style="list-style-type: none"> • Fifteen (15) years or more work of demonstrated work experience in Safety and Mission Assurance (S&MA), Product Assurance (PA) or Quality Assurance (QA) activities related to safety planning, hazard analysis of critical hardware and/or software systems and reliability analyses for complex critical systems, as per example: human space flight, space observation satellite, etc. • At least (60) months of demonstrated experience working coordinating and conducting safety reviews during the design phases of a program in specializing in safety and reliability management. 	
MC3	The bidder must include, within the proposal, proposed resource's resume that describes safety and reliability analysis work experience as well as any work experience relevant to implementation of a safety program and proposed to execute the work defined in this SOW. The resume must be up-to-date and must be submitted as an Appendix to the proposal. The experience listed in the resume must demonstrate where and how such experience was obtained	

4.2.3 Point Rated Technical Criteria

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion (RC) should be addressed separately.

Note: The Bidder's proposal should include a table that lists all projects referenced under the point-rated requirements herein including:

- start and end dates of the project,



- description of the project,
- the role of the proposed resource,
- the name, title, telephone number, and email address of the client contact.

TABLE #2 – POINT RATED TECHNICAL CRITERIA (RC)				
Item	Technical Criteria requirement	Criteria Point-Rated breakdown	Scoring	Please indicate where find it in the proposal
RC1	The Bidder should demonstrate that the proposed resource has, within the last five (5) years, experience in producing Safety plans, Hazard and Reliability Analyses	<p>10 points if the bidder demonstrates that the proposed resource has at least 36 months of experience in both the production and review of Safety AND Reliability documentation deliverables.</p> <p>5 points if the bidder demonstrates that the proposed resource has at least 12 months of experience in either the production or review of Safety OR Reliability documentation deliverables.</p> <p>0 points if the proposed resource has no experience in either the production or review of Safety and Reliability documentation deliverables</p>	Maximum 10 points	
RC2	The Bidder should demonstrate that the proposed resource has, within the last ten (10) years, experience in developing processes, standards, templates, safety and mission assurance tools related to safety and reliability analyses and/or controls.	<p>10 points if the bidder demonstrates that the proposed resource has at least 36 months of experience in developing processes, standards, templates, safety, and mission assurance tools related to safety AND reliability analyses and/or controls.</p> <p>5 points if the bidder demonstrates that the proposed resource has at least 12 months of experience in developing processes, standards, templates, safety, and</p>	Maximum 10 points	



		<p>mission assurance tools related to safety AND related to fields other than safety and reliability analyses.</p> <p>0 points if the proposed resource has no experience in developing processes, standards, templates, safety and mission assurance tools or directives, regardless of the field.</p>		
RC3	<p>The Bidder should demonstrate that the proposed resource has, within the last five (5) years, experience in the preparation of safety and reliability documentation for example: Safety Hazard and Criticality Analyses, Reliability Failure Mode Event and Criticality Analysis, and Reliability Predictions.</p>	<p>10 points if the bidder demonstrates that the proposed resource has at least 36 months of experience in the preparation of safety and reliability documentation.</p> <p>5 points if the bidder demonstrates that the proposed resource has at least 12 months of experience in the preparation of safety documentation.</p> <p>0 points if the Proposed resource has no experience in the preparation of either safety or reliability documentation.</p>	Maximum 10 points	
RC4	<p>The Bidder should demonstrate that the proposed resource has Safety and Mission Assurance (S&MA) work experience on space programs, general aerospace programs or transportation programs with a mandate to identify safety hazards and making recommendations of design controls to reduce safety risks</p>	<p>10 points if the bidder demonstrates that the proposed resource has work experience with one (1) space programs AND one (1) of the other two programs (general aerospace OR transportation).</p> <p>5 points if the bidder demonstrates that the proposed resource has no space programs work experience BUT has work experience with one (1) of the other two programs (general aerospace OR transportation).</p>	Maximum 10 points	



		0 points if the proposed resource has no experience with space programs and other two programs (general aerospace or transportation).		
RC5	The proposed resource is an active member of a professional system safety association for example, International System Safety Society The bidder must provide proof of membership	5 points if the proposed resource is an active member of a professional system safety association for example, International System Safety Society. 0 point if the proposed resource is not an active member	Maximum 5 points	
Minimum score requirement			30 points	
Maximum score			/45 points	

4.3 Financial Evaluation

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

The submitted evaluated price refers to the sum of this following table (Table #3) and this amount **will be used only for an evaluation purpose**. As the number of hours required for this request is unknown, to be able to evaluate the proposals, we will evaluate the financial proposals **using an estimated per resource**.

TABLE # 3 - Financial Evaluation					
Resource Categories	Fixed hourly rate (Initial period) (A)	Estimated level of effort (for evaluation only) (B)	Fixed hourly rate (1 additional 1 year period) (C)	Estimated level of effort (for evaluation only) (D)	Price calculation (AxB) + (Cx D)
Consultant-Senior	\$ _____	225 hours*	\$ _____	225 hours*	\$ _____
Financial Evaluation					\$ _____

**The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.*

The total amount of Goods and Services Tax must be shown separately, if applicable.

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

- 1) To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; (see Table #1) and



- c) obtain the required minimum of **30** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **45 points**. (See Table #2).
- 2) Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 - 3) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70 % for the technical merit and 30 % 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 70 %.
 - 5) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
 - 6) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 - 7) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In case of a tie, the highest technical score will be decisive.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 45 and the lowest evaluated price is \$62,000 (62*).

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	35/45	40/45	30/45
Bid Evaluated Price	\$ 75,000	\$110,000	\$62,000
<i>Calculations</i>			
Technical Merit Points	$35 / 45 \times 70 = 54.44$	$40 / 45 \times 70 = 62.22$	$30 / 45 \times 70 = 46.67$
Price Points	$75 / 62 \times 30 = 24.80$	$110 / 62 \times 30 = 16.91$	$62 / 62 \times 30 = 30$
Combined Rating	79.24	79.13	76.67
Overall Rating	1st	2 nd	3 ^d



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. Certifications and additional information required with the Bid

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

5.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Integrity Provisions – Required Documentation

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

5.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

5.3.1 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.

5.3.2 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.

5.3.3 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.

5.4 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):	
Company Legal Name:	
Company invoicing address:	



5.5 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.6 Language Proficiency

The Bidder certifies that the proposed resources are capable of providing services with an **advanced level in English**.

Language Proficiency Grid			
Legend	Oral: A person speaking at this level can:	Comprehension: A person reading at this level can:	Written: A person writing at this level can:
Basic	<ul style="list-style-type: none"> ask and answer simple questions. give simple instructions; and give uncomplicated directions relating to routine work situations. 	<ul style="list-style-type: none"> fully understand very simple texts. grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks 	<ul style="list-style-type: none"> write isolated words, phrases, simple statements, or questions on very familiar topics using words of time, place or person.
Intermediate	<ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
<u>Advanced (in English)</u>	<ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

5.7 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

5.8 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.

5.9 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.

5.10 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.

Certification signature

We hereby certify compliance with the above noted certification requirements and requested information has been provided

Name and title of Authorized Representative of Bidder	
Email address	
Phone number	
Applicable Law (to apply to any resulting contract)	

Signature & date



PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

For additional information, the Bidders should refer to the Annex E - Guidance on completing the Contract Security Program's Application for Registration form (PSPC 471).

6.1.1 Security Requirement

Before contract is awarded, the following conditions must be met:

- 1) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- 2) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
- 3) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

SECURITY INFORMATION	RESPONSES
Name of person indicated on security clearance application	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security clearance number and security profile <u>or</u> date of birth:	

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



6.2 Controlled goods program - Bid

- 1) As the resulting contract will require the production of or access to controlled goods that are subject to the [Defence Production Act](#), R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:
 - a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
 - b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
 - c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- 2) Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (2008-05-12) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

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

Any assessment of the information provided will occur as per 2 (b) below.

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



- 5) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.2.2 Supplemental General Conditions

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

7.3 Period of the Contract

The period of the Contract is 12 months from contract award date.

7.3.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to (1) additional (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

7.5 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.6 Authorities

7.6.1 Contracting Authority

Valérie Geoffroy
Procurement specialist
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert (Quebec) J3Y 8Y9
Phone: (438) 364-2385
Email: 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.



7.6.2 Project Authority

To be inserted at contract award.

Name:

Title:

Phone:

E-Mail:

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

7.6.3 Contractor's Representative

To be inserted at contract award.

Name:

Title:

Phone:

E-Mail:

7.7 Payment

7.7.1 Basis of payment: Fixed time rate – Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

- 1) Canada's total liability to the Contractor under the Contract must not exceed the limitation of expenditure. 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.

7.7.2 Method of payment – Monthly

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



- 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) the Work performed has been accepted by Canada.

7.8 Invoicing instruction

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the monthly progress report

Invoices must be distributed as follows:

- One (1) copy must be forwarded to the Project Authority.
- One (1) copy must be forwarded to the following address for certification and payment:

CANADIAN SPACE AGENCY
9F037 – FINANCIAL SERVICES
facturation-invoicing@asc-csa.gc.ca

7.8.1 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

7.8.2 Electronic Payment of Invoices

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

7.9 Security Requirements

- 1) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2) This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
- 3) The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid **RELIABILITY STATUS**, granted, or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
- 4) Processing of PROTECTED materiel electronically with the Contractor's IT equipment and/or systems is **NOT** permitted under this Contract. The use of personal devices to connect to or conduct any activity on GC networks and GC furnished IT equipment is strictly prohibited.



- 5) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6) The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - b) Contract Security Manual (Latest Edition).

7.9.1 The foreign Export Control Clauses

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.

7.9.2 Access to Facilities and Equipment

SACC Manual clause [B9028C](#) (2007-05-25), Access to Facilities and equipment

7.10 Controlled Goods Program

SACC Manual clause [A9131C](#) (2020-11-19) Controlled Goods Program - Contract

- 1) As the Contract requires production of or access to controlled goods that are subject to the [Defence Production Act](#) R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the [Controlled Goods Program](#) (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at the Controlled Goods Program website.
- 2) When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- 3) The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

7.11 Civil Lunar Gateway MOU and ISS Intergovernmental Agreement (IGA)

On November 15, 2020, Canada and the United States of America have concluded the *"Memorandum of understanding (MOU) between the Government of Canada and the Government of the United States of America concerning cooperation on the civil Lunar Gateway"* which addresses Canada's contribution to the Lunar Gateway. Such MOU was announced a month later by Canada on December 16, 2020. This MOU is made pursuant to the relevant provisions of the January 28, 1998 "IGA", the *"Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America Concerning Cooperation on the Civil International Space Station"*.



A copy of the current ISS IGA is available at: <https://laws.justice.gc.ca/eng/acts/C-31.3/page-2.html#h-85228>

A copy of the Lunar Gateway MOU can be provided upon request.

The Contractor acknowledges that it must always adhere, fully and immediately, to the ISS IGA and Lunar Gateway MOU conditions and to any other international obligation that Canada may have in relation to the Lunar Gateway initiative.

For greater clarity and notwithstanding any other provisions, the Contractor agrees that nothing in this Contract shall be construed in a way that interferes with Canada's ability to meet its international obligations.

The Contractor shall ensure that this commitment is flowed down to its subcontractors. Particular emphasis must be put on ensuring that the Contractor's subcontractors acknowledge, understand and abide by the following two IGA Articles as well as Article 19 « TRANSFER OF GOODS AND TECHNICAL DATA » of the Lunar Gateway MOU, in section 7.12 in his document.

ARTICLE 16

Cross-Waiver of Liability

1 The objective of this Article is to establish a cross-waiver of liability by the Partner States and related entities in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the Space Station. This cross-waiver of liability shall be broadly construed to achieve this objective.

2 For the purposes of this Article:

(a) A **Partner State** includes its Cooperating Agency. It also includes any entity specified in the MOU between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

(b) The term **related entity** means:

- 1) a contractor or subcontractor of a Partner State at any tier;
- 2) a user or customer of a Partner State at any tier; or
- 3) a contractor or subcontractor of a user or customer of a Partner State at any tier.

This subparagraph may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in subparagraphs 2(b)(1) through 2(b)(3) above or otherwise engaged in the implementation of Protected Space Operations as defined in subparagraph 2(f) below.

Contractors and subcontractors include suppliers of any kind.

(c) The term **damage** means:

- 1) bodily injury to, or other impairment of health of, or death of, any person;
- 2) damage to, loss of, or loss of use of any property;
- 3) loss of revenue or profits; or
- 4) other direct, indirect or consequential damage.

(d) The term **launch vehicle** means an object (or any part thereof) intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

(e) The term **payload** means all property to be flown or used on or in a launch vehicle or the Space Station.

(f) The term **Protected Space Operations** means all launch vehicle activities, Space Station activities, and payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the MOUs, and implementing arrangements. It includes, but is not limited to:



- 1) research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles, the Space Station, or a payload, as well as related support equipment and facilities and services; and
- 2) all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

Protected Space Operations also includes all activities related to evolution of the Space Station, as provided for in Article 14. **Protected Space Operations** excludes activities on Earth which are conducted on return from the Space Station to develop further a payload's product or process for use other than for Space Station related activities in implementation of this Agreement.

3 (a) Each Partner State agrees to a cross-waiver of liability pursuant to which each Partner State waives all claims against any of the entities or persons listed in subparagraphs 3(a)(1) through 3(a)(3) below based on damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for damage, whatever the legal basis for such claims against:

- 1) another Partner State;
- 2) a related entity of another Partner State;
- 3) the employees of any of the entities identified in subparagraphs 3(a)(1) and 3(a)(2) above.

(b) In addition, each Partner State shall, by contract or otherwise, extend the cross-waiver of liability as set forth in subparagraph 3(a) above to its related entities by requiring them to:

- 1) waive all claims against the entities or persons identified in subparagraphs 3(a)(1) through 3(a)(3) above; and
- 2) require that their related entities waive all claims against the entities or persons identified in subparagraphs 3(a)(1) through 3(a)(3) above.

(c) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from the Liability Convention where the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(d) Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

- 1) claims between a Partner State and its related entity or between its own related entities;
- 2) claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Partner State) for bodily injury to, or other impairment of health of, or death of such natural person;
- 3) claims for damage caused by willful misconduct;
- 4) intellectual property claims;
- 5) claims for damage resulting from a failure of a Partner State to extend the cross-waiver of liability to its related entities, pursuant to subparagraph 3(b) above.

(e) With respect to subparagraph 3(d)(2) above, in the event that a subrogated claim of the Government of Japan is not based upon government employee accident compensation law, the Government of Japan shall fulfill its obligation to waive such subrogated claim by ensuring that any assisting entity specified pursuant to subparagraph 2(a) above indemnifies, in a manner consistent with Article 15(2) and in accordance with applicable laws and regulations of Japan, any entity or person identified in subparagraphs 3(a)(1) through 3(a)(3) above against liability arising from such subrogated claim by the Government of Japan. Nothing in this Article shall preclude the Government of Japan from waiving the foregoing subrogated claims.

(f) Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.



ARTICLE 19

Exchange of Data and Goods

1 Except as otherwise provided in this paragraph, each Partner, acting through its Cooperating Agency shall transfer all technical data and goods considered to be necessary (by both parties to any transfer) to fulfill the responsibilities of that Partner's Cooperating Agency under the relevant MOUs and implementing arrangements. Each Partner undertakes to handle expeditiously any request for technical data or goods presented by the Cooperating Agency of another Partner for the purposes of Space Station cooperation. This Article shall not require a Partner State to transfer any technical data and goods in contravention of its national laws or regulations.

2 The Partners shall make their best efforts to handle expeditiously requests for authorization of transfers of technical data and goods by persons or entities other than the Partners or their Cooperating Agencies (for example, company-to-company exchanges which are likely to develop), and they shall encourage and facilitate such transfers in connection with the Space Station cooperation under this Agreement. Otherwise, such transfers are not covered by the terms and conditions of this Article. National laws and regulations shall apply to such transfers.

3 The Partners agree that transfers of technical data and goods under this Agreement shall be subject to the restrictions set forth in this paragraph. The transfer of technical data for the purposes of discharging the Partners' responsibilities with regard to interface, integration and safety shall normally be made without the restrictions set forth in this paragraph. If detailed design, manufacturing, and processing data and associated software is necessary for interface, integration or safety purposes, the transfer shall be made in accordance with paragraph 1 above, but the data and associated software may be appropriately marked as set out below. Technical data and goods not covered by the restrictions set forth in this paragraph shall be transferred without restriction, except as otherwise restricted by national laws or regulations.

(a) The furnishing Cooperating Agency shall mark with a notice, or otherwise specifically identify, the technical data or goods that are to be protected for export control purposes. Such a notice or identification shall indicate any specific conditions regarding how such technical data or goods may be used by the receiving Cooperating Agency and its contractors and subcontractors, including

- 1) that such technical data or goods shall be used only for the purposes of fulfilling the receiving Cooperating Agency's responsibilities under this Agreement and the relevant MOUs, and
- 2) that such technical data or goods shall not be used by persons or entities other than the receiving Cooperating Agency, its contractors or subcontractors, or for any other purposes, without the prior written permission of the furnishing Partner State, acting through its Cooperating Agency.

(b) The furnishing Cooperating Agency shall mark with a notice the technical data that are to be protected for proprietary rights purposes. Such notice shall indicate any specific conditions regarding how such technical data may be used by the receiving Cooperating Agency and its contractors and subcontractors, including

- 1) that such technical data shall be used, duplicated, or disclosed only for the purposes of fulfilling the receiving Cooperating Agency's responsibilities under this Agreement and the relevant MOUs, and
- 2) that such technical data shall not be used by persons or entities other than the receiving Cooperating Agency, its contractors or subcontractors, or for any other purposes, without the prior written permission of the furnishing Partner State, acting through its Cooperating Agency.

(c) In the event that any technical data or goods transferred under this Agreement are classified, the furnishing Cooperating Agency shall mark with a notice, or otherwise specifically identify, such technical data or goods. The requested Partner State may require that any such transfer shall be pursuant to a security of information agreement or arrangement which sets forth the conditions for transferring and protecting such technical data or goods. A transfer need not be conducted if the receiving Partner State does not provide for the protection of the secrecy of patent applications containing information that is classified or otherwise held in secrecy for national security purposes. No classified technical data or goods shall be transferred under this Agreement unless both parties agree to the transfer.



4 Each Partner State shall take all necessary steps to ensure that technical data or goods received by it under subparagraphs 3(a), 3(b), or 3(c) above shall be treated by the receiving Partner States, its Cooperating Agency, and other persons and entities (including contractors and subcontractors) to which the technical data or goods are subsequently transferred in accordance with the terms of the notice or identification. Each Partner State and Cooperating Agency shall take all reasonably necessary steps, including ensuring appropriate contractual conditions in their contracts and subcontracts, to prevent unauthorized use, disclosure, or retransfer of, or unauthorized access to, such technical data or goods. In the case of technical data or goods received under subparagraph 3(c) above, the receiving Partner State or Cooperating Agency shall accord such technical data or goods a level of protection at least equivalent to the level of protection accorded by the furnishing Partner State or Cooperating Agency.

5 It is not the intent of the Partners to grant, through this Agreement or the relevant MOUs, any rights to a recipient beyond the right to use, disclose, or retransfer received technical data or goods consistent with conditions imposed under this Article.

6 Withdrawal from this Agreement by a Partner State shall not affect rights or obligations regarding the protection of technical data and goods transferred under this Agreement prior to such withdrawal, unless otherwise agreed in a withdrawal agreement pursuant to Article 28.

7 For the purposes of this Article, any transfer of technical data and goods by a Cooperating Agency to ESA shall be deemed to be destined to ESA, to all of the European Partner States, and to ESA's designated Space Station contractors and subcontractors, unless otherwise specifically provided for at the time of transfer.

8 The Partners, through their Cooperating Agencies, will establish guidelines for security of information.

7.12 Article 19 « Transfer of Goods and Technical Data » of Lunar Gateway MOU

19.1 The Parties are obligated to transfer only those goods and technical data (including software) necessary to fulfill their respective responsibilities under this MOU, in accordance with the provisions in this Article, notwithstanding any other provisions of this MOU. All activities under this MOU shall be carried out in accordance with all national laws and regulations governing the transfer of goods and technical data, including those laws and regulations pertaining to export control. Nothing in this MOU shall require a Party to carry out any activities in violation of its national laws or regulations.

19.2 The transfer of technical data for the purposes of discharging the Parties' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as required by Article 19.1 above.

19.3 All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions.

(a) In the event a Party or its Related Entity finds it necessary to transfer such goods or data, for which protection is to be maintained, such goods shall be specifically identified and such data shall be marked.

(b) The identification for such goods and the marking on such data shall indicate that the goods and data shall be used by the receiving Party and its Related Entities only for the purposes of fulfilling the receiving Party's or Related Entities' responsibilities under this MOU, and that such goods and data shall not be disclosed or retransferred to any other entity without the prior written permission of the furnishing Party.

(c) The receiving Party and its Related Entities, and any other persons or entities to which the technical data or goods are subsequently transferred, shall abide by the terms of the notice and protect any such goods and data from unauthorized use and disclosure.



(d) The Parties to this MOU shall cause their Related Entities, and any other persons or entities to which the technical data or goods are subsequently transferred, to be bound by the provisions of this Article through contractual mechanisms or equivalent measures.

19.4 All goods and marked proprietary or export-controlled technical data exchanged in the performance of this MOU shall be used by the receiving Party or Related Entity, and any other persons or entities to which the technical data or goods are subsequently transferred, exclusively for the purposes of the MOU. Upon completion of the activities under this MOU, the receiving Party or Related Entity, persons or entities to which the technical data or goods are subsequently transferred exclusively for the purposes of the MOU, shall return or otherwise dispose of all goods and marked proprietary or export-controlled technical data provided under this MOU, as directed by the furnishing Party or its Related Entity.

19.5 The Parties shall make reasonable efforts to handle expeditiously requests for authorization of transfers of technical data and goods by persons or entities other than the Parties (for example, company-to-company exchanges which are likely to develop), and they shall encourage and facilitate such transfers in connection with the Gateway cooperation under this MOU. Otherwise, such transfers are not covered by the terms and conditions of this Article. National laws and regulations shall apply to such transfers.

7.13 Priority of document

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), General Conditions - Higher Complexity - Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the Contractor's bid dated _____.

7.14 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.*)

7.15 Insurance – No specific requirement

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

7.16 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

7.17 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.

7.18 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 D is used to record the performance.

7.19 Office of the Procurement Ombudsman clause

7.19.1 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".

7.19.2 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.

7.19.3 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 A - STATEMENT OF WORK

1. Introduction

The Canadian Space Agency (CSA) is a federal government agency created by an act of parliament in 1990. The mandate of the Agency covers “all matters concerning space over which Parliament has jurisdiction and that are not by or pursuant to law assigned to any other department, board or agency of the Government of Canada.” The Minister of Innovation, Science and Economic Development Canada (ISED) is the minister responsible for the Canadian Space Agency.

The Act provides that, in carrying out its mandate, the CSA may construct, acquire, manage, maintain and operate space research and development vehicles, facilities and systems.

To support international endeavour in space exploration, Canada has committed to contribute to the International Gateway project by providing Gateway External Robotic Interfaces (GERI) and Canadarm3 robotic systems.

For more details on the GERI and Canadarm 3 project, you can access the following links:

For GERI :

- https://buyandsell.gc.ca/cds/public/2019/04/26/8aafb7522cec76483a135e131f0fb330/csa-geri-sow-0001_reva_-_gateway_external_robotics_interfaces_xla_phase_a_sow_en.pdf; and,
- https://buyandsell.gc.ca/cds/public/2019/04/26/5dceb56228cd0646cc4cf2702a1c6bda/csa-geri-sow-0002_reva_-_gateway_external_robotics_interfaces_xda_phase_a_sow_en.pdf

For Canadarm 3:

- <https://csa-asc.gc.ca/eng/canadarm3/about.asp>; and,
- <https://pm.gc.ca/en/news/news-releases/2019/02/28/historic-investments-canadas-space-program-create-jobs-and-new>

The CSA Programs and Integrated Planning (PIP) Directorate, Office of Safety and Mission Assurance (OSMA) section is an independent function and an integral feature of investments which ensures that:

- 1) Human life, space products and services, Government of Canada property and environment are protected.
- 2) Products and services meet or exceed requirements for safety, performance and quality.
- 3) Projects and investments achieve their intended function.

The OSMA policies are integrated within the CSA Investment, Governance and Management Framework which oversees investments during the project phases. The OSMA provides expertise in the areas of Safety, Quality Assurance, Reliability, Materials & Processes, Electronic, Electrical and Electromechanical (EEE) Parts program, as well as Software Quality Assurance in support to space projects during the life cycle phases: planning, definition, implementation and post implementation (operations).

The OSMA also provides oversight to ensure that the CSA Safety and Mission Assurance (S&MA) Directive and Practice are applied to investments.

With this contract, CSA wants to address the following needs:

- 1) Establish a CSA Safety Review Panel (CSRP)
- 2) Develop a plan to implement the CSRP for the design and operation phases of human/non-human rated space programs.
- 3) Develop the processes and documentation required for the CSRP implementation.
- 4) Support the CSRP implementation phase(s).



- 5) Support Safety related training of the organization
- 6) Support the project(s) implementation phase(s) and project level work participating in design, safety review meetings and review of contractual documents submitted to CSA which consists of :
 - a) Hazard Lists, Hazard Analysis, System Overview, Interfaces, Operations, Fault Tree Analyses, Failure Mode and Effects Analysis, Critical Items List, Reliability Analysis.
 - b) Program related non-conformance reporting and corrective action which impact safety and reliability.
 - c) Independent member of the CSRP during the review of the documentation and during the safety review meetings.

1.1 Purpose

The Contractor (referenced as “Consultant” in this Statement of Work (SOW)) must provide independent support, oversight of the GATEWAY Canadarm 3 projects GERI and the Gateway External Robotics System (GERS), Safety and Reliability functions.

The Consultant will also support the OSMA to develop plans and processes required to implement the CSRP which will be used on the Canadarm 3 projects and other projects at CSA.

1.2 Wording Convention

The following wording convention is applicable to this SOW:

- “must” is used to indicate a mandatory task; and,
- “may be asked to” is used to indicate task that could be performed upon OSMA request.

2. Documents

2.1 Reference Documents

The following documents provide additional information or guidelines that either may clarify the contents or are pertinent to the history of this document.

RD-01 to RD-04 plus RD-11 and RD-12 will be available to the contractor only. Other documents that are not publicly available are not required for the Bidder to develop the proposal.

RD	Document Number	Revision	Title
RD-01	CSA-SMA-DIR-0001	Latest	Directive on Safety and Mission Assurance
RD-02	CSA-SMA-DIR-0002	Latest	Safety and Mission Assurance Practice
RD-03	CSA-GWY-RD-0002	Latest	Gateway External Robotics Product Assurance Requirements
RD-04	CSA-GWY-RD-0006	Latest	Gateway External Robotics Ground Segment Quality Assurance Requirements
RD-05	GP 10000*	Latest	Gateway System Requirements
RD-06	GP 10023*	Latest	Gateway Program Safety and Mission Assurance Requirements
RD-07	GP 10024*	Latest	Gateway Hazard Analysis (HA) Requirements
RD-08	GP 10025*	Latest	Gateway Program Failure Modes and Effects Analysis/Critical Items List (FMEA/CIL) Requirements



RD	Document Number	Revision	Title
RD-09	TBS-001*	Latest	NASA and International Partners Bilateral Agreements
RD-10	TBD*	Latest	NASA and CSA S&MA Bilateral Agreements
RD-11	NASA-STD-8719.13*	Latest	NASA Software Safety Standard
RD-12	NPR 8715.3*	Latest	NASA General Safety Program Requirements

* English version available only

3 Tasks

Scope is articulated through several tasks consisting of an identifier of the following format: SOW XXX, where XXX is a unique task number. Each identifier is followed by a description of the work to be conducted by the Consultant.

3.1 Planning Tasks

SOW 001 The Consultant must review the CSA and International Partners (IP) program S&MA reference documents listed in section 0 herein, as input and background information concerning requirements applicable to safety and reliability deliverables.

SOW 002 The Consultant must organize a kickoff meeting with the Technical Authority to clarify requirements and provide his work plan.

3.2 Execution

3.2.1 Core tasks

The following tasks are mandatory and must be performed by the Consultant within the defined contract timeframe.

SOW 003 The Consultant must develop and document a program plan and support the implementation of the CSRP at CSA for human space flight.

SOW 004 The Consultant must support the development of a CSRP charter, inter-agency agreements, processes, templates and forms, IPs access & databases set-ups.

SOW 005 The Consultant must participate as a member of the CSRP to project independent safety review meetings. Estimate 30 days/year TBC.

SOW 006 The Consultant must produce and submit monthly progress reports which will provide the technical progress, issues, risks and progress schedules, and any other available relevant documentation.

SOW 007 The Consultant must produce training material for the Gateway Program and the CSRP.

3.2.2 Other Related Tasks

The OSMA may request that the Consultant to perform the following tasks within the defined contract timeframe.

SOW 008 The Consultant may be asked to develop, propose or improve OSMA tools or databases for OSMA for the following but not limited to:



- a) Flight and ground safety review process
- b) Hazard severity and likelihood analysis.
- c) Hazard elimination and control.
- d) Hazard report review and processing.

SOW 009 The Consultant may be asked to review and provide support to the design reviews for Safety and the Reliability analyses which includes:

- a) Reliability numerical analysis
- b) Failure Mode Effect and Criticality Analysis (FMECA)

SOW 010 The Consultant may be asked to organize a closure meeting with the Project Authority in order to share lessons learned post a project design or implementation phase.

4 Roles and Responsibilities

4.1 CSA Project Authority

The CSA OSMA Authority will:

- 1) Provide electronic copies of existing CSA's and Gateway project requirements and standards to the Consultant at Contract award (in Microsoft Office Suite formats);
- 2) Assign a OSMA representative as a contact person for the Consultant throughout the contract.
- 3) Review deliverables submitted by the Consultant and give him feedback;
- 4) Approve deliverables submitted by the Consultant once the work has been successfully completed, and verify that the work has been carried out as specified in this SOW; and,

4.2 Consultant

The Consultant will:

- 1) Report to the OSMA Authority on a weekly basis, in order to present progress and status of work, and to seek clarification and/or guidance as deemed necessary.
- 2) Submit deliverables in electronic format to the project authority (in Microsoft Office Suite formats); and,
- 3) Not use any of the work, materials or documentation provided or produced under this contract for commercial, advertising, promotional, or sale purposes without written authorization from the OSMA.

5 Deliverables and Constraints

5.1 Deliverables

Contractual deliverables are specified as follows, in table 5-1, and monthly progress payments will be issued based on monthly progress reports issued by the Consultant:

Table Error! No text of specified style in document. Deliverables				
ID	Contract Deliverable	SOW Reference	Constraints/Details	Estimated dates
1	Project kickoff meeting	SOW 001 SOW 002	During the meeting, the Consultant must present his plan to complete the work specified in this SOW (i.e. sections 0, Error! Reference source not found. , and 0).	Contract Award + 1 week
2	Develop a plan document and support the	SOW 0033	The plan contents will be provided by the OSMA Authority.	Contract Award + 4 Months



Table Error! No text of specified style in document. Deliverables				
ID	Contract Deliverable	SOW Reference	Constraints/Details	Estimated dates
	implementation of the CSRP			
3	Development of a CSRP charter. Review processes, templates and forms, Ips access & databases set-ups	04	The contents and templates/forms, Ips access & databases set-ups will be provided by the OSMA Authority.	Contract Award + 1 Month
4	Monthly Progress reports	06	The contents and templates will be provided by the OSMA Authority.	Every months
5	Training material	07		Date Required: Contract Award +10 Months
6	Task deliverables	SOW 00808, SOW 0099, SOW 0100		TBC

5.2 Constraints

The Consultant must carry out the work defined in this SOW at own premises, using own equipment (i.e. office space, supplies, computer, applications and licences, phone, e-mail, etc.).

6. Acronyms and Abbreviations

Acronym	Definition
CIL	Critical Item List
CSA	Canadian Space Agency
CSRP	CSA Safety Review Panel
EEE	Electronic, Electrical and Electromechanical
FMEA	Failure Mode and Effect Analysis
FMECA	Failure Mode, Effect and Criticality Analysis
GERI	Gateway External Robotic Interfaces
GERS	Gateway External Robotics System
IP	Intellectual Property
ISED	Innovation, Science and Economic Development
NASA	National Aeronautics and Space Administration
OSMA	Office of Safety and Mission Assurance
PIP	Programs and Integrated Planning
PSPC	Public Services and Procurement Canada
PSR	Pre-Shipment Review
PSRP	Payload Safety Review Panel
RFP	Request for Proposal
S&MA	Safety and Mission Assurance
SRCL	Security Requirements Checklist
TA	Task Authorization



ANNEX B - BASIS OF PAYMENT

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

Table A - Fixed time rate – Limitation of expenditure		
Resource category and resource name (specify)	Firm hourly rate	
	Initial period of contract	1 Optional 12 months period
Consultant - Senior • Name: _____	\$ _____	\$ _____

Limitation of expenditure <i>(insert the amount at contract award)</i>	\$ _____
Applicable taxes (____%)	\$ _____
Total	\$ _____

Payment will be for hours actually worked. No overtime charges will be authorized under the Contract. All time worked will be compensated according to table above.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 20230091
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canadian Space Agency	2. Branch or Directorate / Direction générale ou Direction Space Exploration - Gateway
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
Support to Gateway - the Safety and Mission Assurance (S&MA) team safety review panel and PA Reliability.

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



Contract Number / Numéro du contrat 20230091
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Stephanie Tompkins Contract Security Officer Stephanie.Tompkins@tpsgc-pwgsc.gc.ca	Title - Titre	Signature	Digitally signed by Tompkins, Stephanie Date: 2023.11.22 08:39:17 -05'00'
	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	



ANNEX D - PERFORMANCE EVALUATION REPORT

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

ANNEX E - CONTRACT SECURITY PROGRAM (CSP) – APPLICABLE FOR REGISTRATION (AFR)

*To be completed by Canadian suppliers

Click on the PDF document below to complete the registration form.



Contract security
progeam (CSP) - Appl



ANNEX F – 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	
9F037-20230091	
Membres du conseil d'administration ou le nom des propriétaires (Prénom, Nom) Board of Directors or name of the owner(s). (First name, Last name)	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Autres Membres / Other members:	
Commentaires / Comments	