

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title: Mercury Global Early Access Anchor Stations

Title - Sujet Mercury Global Early Access Anchor	
Solicitation No. - N° de l'invitation W8474-13MG10/A	Date 2012-05-18
Client Reference No. - N° de référence du client W8474-3-MG10	
GETS Reference No. - N° de référence de SEAG PW-\$\$ST-003-24425	
File No. - N° de dossier 003st.W8474-13MG10	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-12	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Crncan, Adriana	Buyer Id - Id de l'acheteur 003st
Telephone No. - N° de téléphone (819) 956-1353 ()	FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Science Procurement Directorate/Direction de l'acquisition
de travaux scientifiques
11 Laurier St. / 11, rue Laurier
11C1, Place du Portage
Gatineau, Québec K1A 0S5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - OTHER REQUIREMENTS

1. Controlled Goods Requirement

PART 7 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. Controlled Goods
13. Shipping Instructions – Delivery at Destination

Solicitation No. - N° de l'invitation

W8474-13MG10/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

003st

Client Ref. No. - N° de réf. du client

W8474-3-MG10

File No. - N° du dossier

003stW8474-13MG10

CCC No./N° CCC - FMS No/ N° VME

- 14. Marking
- 15. Insurance

List of Appendices:

- Appendix 1 Evaluation Plan
- Appendix 2 Pricing Schedule

List of Annexes:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C DND 626, Task Authorization Form

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of National Defence (DND) has a requirement to procure three (3) transportable Wideband Global Satellite (WGS) Communications certified terminals including documentation, and optional training, spare parts with optional installation, and Radio Frequency (RF) measurement tools, as detailed herein.

The period of the Contract will be three years from Contract award.

The requirement is subject to the Agreement on Internal Trade (AIT).

This procurement is subject to the Controlled Goods Program.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) 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: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

Solicitation No. - N° de l'invitation

W8474-13MG10/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

003st

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8474-3-MG10

003stW8474-13MG10

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies and 3 soft copies on CD)

Section II: Financial Bid (1 hard copy and 1 soft copy on CD)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how the goods and services proposed will meet these requirements. Bidders should demonstrate their capability to provide the required goods and services, as detailed in Annex A, Statement of Work, in a thorough, concise and clear manner.

As part of their bid, bidders must provide:

- 1) Appendix 1 (Evaluation Plan) with the Bidder's Response column filled in. In order for a response to be declared as technically compliant, it must be assessed by the DND evaluation team as being technically compliant against all items. Failure to provide sufficient detail or a clear proposal reference in the Bidder's Response column could result in an item being evaluated as non-compliant. The responsibility to ensure sufficient detail is provided in the Bidder's Response column rests with the bidder. For the purpose of evaluation, it will not be the evaluation team's

responsibility to seek out information not contained or referenced in the Bidder's Response column for the purpose of substantiating respondent compliance claims.

- 2) Detailed description of the Operator and Maintainer training available for the terminal as an optional procurement on an "as and when requested" basis. The bidder must provide a syllabus of each course and must detail its ability to comply with 6.2.1-6.2.8 (inclusive) of the SOW.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Appendix 2 - Pricing Schedule and in accordance with all of the following:

- Delivered Duty Paid (DDP) Destination, Incoterms 2010, in accordance with the destinations specified in the Statement of Work and Basis of Payment;
- all applicable Canadian excise taxes included;
- Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30); and
- The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Technical criteria will be evaluated on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria, as provided in Appendix 1 – Evaluation Plan, will be considered non-responsive.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, all applicable Canadian excise taxes included, Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30), and Delivered Duty Paid (Destination) Incoterms 2010 in accordance with the destinations specified in the Statement of Work and Basis of Payment.

For evaluation purposes only, the total evaluated price will be established in accordance with Appendix 2 – Pricing Schedule.

2. Basis of Selection – Lowest Evaluated Price

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria.

Bids not meeting (a) or (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.() is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

d.() is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

Contracts with 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.

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, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act (PSSA)*, R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? Yes () No ()

If so, the Bidder must provide the following information:

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Delivery Requirement

The Bidder **must** certify that it is capable of meeting the **mandatory** requirement to deliver three (3) transportable WGS Communications certified terminals and Technical Data packages that meet all of the requirements detailed in sections 3.0, 4.0 and 5.0 of the Statement of Work (SOW), as follows:

1.3.1 one (1) transportable WGS Communications certified terminal and one (1) Technical Data Package to Kingston, ON no later than 31 August 2012.

CANADIAN FORCES JOINT SIGNAL REGIMENT
PO BOX 17000 STN FORCES
KINGSTON ON
K7K 7B4

1.3.2 one (1) transportable WGS Communications certified terminal and one (1) Technical Data Package to Victoria, BC no later than 31 October 2012.

CANADIAN FORCES BASE ESQUIMALT
PO BOX 17000 STN FORCES
VICTORIA BC
V9A 7N2

1.3.3 one (1) transportable WGS Communications certified terminal and one (1) Technical Data Package to Halifax, NS no later than 31 October 2012.

CANADIAN FORCES BASE HALIFAX
PO BOX 99000 STN FORCES
HALIFAX NS
B3K 5X5

1.4 Rate Certification for Optional Services detailed in section 7.0 of Annex A (Statement of Work)

The Bidder certifies that the rate proposed:

- a. is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

Solicitation No. - N° de l'invitation

W8474-13MG10/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

003st

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8474-3-MG10

003stW8474-13MG10

PART 6 – OTHER REQUIREMENTS

1. Controlled Goods Requirement

SACC Manual clause A9130T (2011-05-16), Controlled Goods Program

PART 7 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the goods and services in accordance with the Statement of Work at Annex "A".

2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in sections 6, 7 and 8 of Annex A - Statement of Work of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor.

2.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract, detailed under Sections 6 and 7.3 of Annex A – Statement of Work, will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with the clause entitled "Task Authorization Process".

2.2.1 Task Authorization Process

Task Authorization Process:

2.2.1.1 The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex C.

2.2.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

2.2.1.3 The Contractor must provide the Technical Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Annex B – Basis of Payment specified in the Contract.

2.2.1.4 The Contractor must not commence work until a TA authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

2.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$100,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

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

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

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

2.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below . If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- the authorized task number or task revision number(s);
- a title or a brief description of each authorized task;
- the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- the total amount, GST or HST extra, expended to date against each authorized task;
- the start and completion date for each authorized task; and
- the active status of each authorized task, as applicable.

For all authorized tasks:

- the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- the total amount, GST or HST extra, expended to date against all authorized TA's.

2.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Director Electronic Systems Procurement (DES Proc). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4001 (2010-08-16), Hardware Purchase, Lease and Maintenance,
4002 (2010-08-16), Software Development or Modification Services
4003 (2010-08-16), Licensed Software
4004 (2010-08-16), Maintenance and Support Services for Licensed Software

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from _____ to _____ (3 years after contract award) inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Adriana Crncan
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
11 Laurier Street
Gatineau, QC
K1A 0S5

Telephone: 819-956-1353
Facsimile: 819-997-2229
E-mail address: adriana.crncan@tpsgc-pwgsc.gc.ca

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

5.2 Technical Authority (To be identified in the resulting contract)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

The Technical 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Procurement Authority (To be identified in the resulting contract)

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

5.4 Contractor's Representative (To be identified in the resulting contract)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6. Payment

6.1 Basis of Payment

6.1.1 Firm Price

6.1.1.1 For the Work described in Sections 3, 4, and 5 of the Statement of Work:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B - Basis of Payment for a cost of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.1.2 Basis of Payment – Optional Work

6.1.2.1 For the Work or a portion of the Work described in Sections 7.2 and 8 of the Statement of Work:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment for a cost of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.1.2.2 For the Work or a portion of the Work described in Sections 6 and 7.3 of the Statement of Work – Task Authorizations:

One of the following types of basis of payment will form part of the approved Task Authorization (TA). The task price must be determined in accordance with Annex B - Basis of Payment.

(a) Firm Unit Price(s) or Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm lot price or the firm unit prices in accordance with Annex B - Basis of Payment, as specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

(b) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with Annex B - Basis of Payment, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.1.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

For the Work or a portion of the Work described in Sections 6 and 7.3 of the Statement of Work:

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$0.00 (UNFUNDED). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- four (4) months before the contract expiry date, or
- as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

6.2 Method of Payment

6.2.1 Milestone Payments

For the Work described in Sections 3, 4, and 5 of the Statement of Work:

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B – Basis of Payment and the payment provisions of the Contract, up to 80 percent of the amount claimed and approved by Canada if:

a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. the total amount for all milestone payments paid by Canada does not exceed 80 percent of the total amount to be paid under the Contract;

c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;

d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all three milestone items if the Work has been accepted by Canada and a final claim for the payment is submitted.

6.2.2 Method of Payment – Optional Work

6.2.2.1 For the Work or a portion of the Work described in Sections 7.2 and 8 of the Statement of Work:

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.

6.2.2.2 For the Work or a portion of the Work described in Sections 6 and 7.3 of the Statement of Work – Task Authorizations:

Payments will be made not more frequently than once a month.

Depending on the method of payment specified in the applicable TA, one of the following methods of payment clauses will apply.

6.2.2.2.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Task Authorization and 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 delivered has been accepted by Canada.

6.2.2.2.2 Milestone Payments (For a Firm Price TA)

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

- (a) an accurate and complete invoice, and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- (b) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.2.2.2.3 Progress Payments (For a TA subject to a Limitation of Expenditure)

- (a) Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract for cost incurred in the performance of the Work up to 100 percent of the amount claimed and approved by Canada if:
- (i) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) the amount claimed is in accordance with the Annex B – Basis of Payment and the Task Authorization;
 - (iii) the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Task Authorization.
- (b) The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (c) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.3 Customs Duties - Contractor Importer

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.
2. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.
3. The Contractor will be responsible for pre-arranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. The Contractor is also responsible for applying to Public Works and Governments Services Canada in good time for the certification required by the Customs Tariff.

6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

H4500C (2010-01-11), Lien - Section 427 of the *Bank Act*

7.0 Invoicing Instructions

7.1 For the Work or a portion of the Work described in Sections 3, 4, 5, 7.2 and 8 of the Statement of Work:

1. 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 copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
 - a. The original and two (2) copies must be forwarded to the following address for certification and payment.

(Procurement Authority, to be identified in the resulting Contract)
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.2 For the Work or a portion of the Work described in Sections 6 and 7.3 of the Statement of Work – Task Authorizations:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. The invoice must show the Task Authorization (TA) number and, as applicable, the description of the milestone invoiced. Invoices cannot be submitted until all work identified on the invoice is completed.
2. For TAs subject to a Limitation of Expenditure, each invoice must be supported by:
 - (a) a list of all expenses, in accordance with the TA;
 - (b) a copy of time sheets to support the time claimed;
 - (c) a copy of the release document and any other document(s) as specified in the Contract;
 - (d) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - (e) a copy of the monthly progress report.
3. Invoices must be distributed as follows:
 - (a) the original and one (1) copy must be forwarded to the following address for certification and payment _____. (DND Procurement Authority)
 - (b) one (1) copy must be forwarded to the Contracting Authority.

8. Certifications

- 8.1 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.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2010-08-16), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4002 (2010-08-16), Software Development or Modification Services;
- (d) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (e) the supplemental general conditions 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;
- (f) the general conditions 2010A (2012-03-02), General Conditions - Goods (Medium Complexity);
- (g) Annex A, Statement of Work;
- (h) Annex B – Basis of Payment;
- (i) the signed Task Authorizations (including all of its annexes, if any); and
- (j) the Contractor's bid dated _____

11. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

12. Controlled Goods

12.1 Controlled Goods Program

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: Controlled Goods Program <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/apropos-about/inscrptn-rgstrtn-eng.html>
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.

12.2 Controlled Goods

The Contract involves controlled goods as defined in the Schedule to the *Defence Production Act*. The Contractor must identify those controlled goods to the Department of National Defence.

13. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- a. Delivered Duty Paid (DDP) to the destinations provided in section 3.18 of the Statement of Work and the delivery locations specified in the Basis of Payment, Incoterms 2010 for shipments from a commercial contractor.

14. Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

15. Insurance

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.

Appendix 1

MERCURY GLOBAL EARLY ACCESS ANCHOR STATIONS (MGEAAS)

EVALUATION PLAN to W8474-13MG10/A

23 April 2012

Record of Changes

Version Number	Date	Reason for Change
1.0	23 April 2012	Initial Release for RFP

1 General

This document contains the evaluation criteria that will be used to assess the Technical Bid submission for the Mercury Global Early Access Anchor Stations request for proposal.

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2 MGEAAS Technical Bid Evaluation

Bidders must meet all mandatory technical requirements identified in the table below. Any proposal that fails to meet any mandatory requirement will be disqualified and given no further consideration.

Table 2 MGEAAS Technical Evaluation Table

Item	SOW Reference	Requirement	Bidder's Response Details/ Demonstration (explanation, reference to proposal paragraph, section, page # etc)	Evaluation Team Assessment
1	3.1	The terminal must be a satellite communication system that can be configured for operation on the WGS constellation in both the military Ka and X bands (simultaneous X-Band and Ka-Band operation is not mandatory) and must be upgradeable for operation in C-Band. Technical Specifications must be included with the bid to demonstrate compliance.		MET _____ NOT MET _____
2	3.2	Conversion of the terminal from one band to another must be achievable with minimal effort, by no more than two (2) persons, within one (1) hour and without heavy lifting equipment, such as a forklift. Technical Specifications must be included with the bid to demonstrate compliance.		MET _____ NOT MET _____
3	3.3	The X-Band Transmit Frequency must be in the range of 7.9 GHz to 8.4 GHz, and the X-Band Receive Frequency must be in the range of 7.25		MET _____

Item	SOW Reference	Requirement	Bidder's Response Details/ Demonstration (explanation, reference to proposal paragraph, section, page # etc)	Evaluation Team Assessment
		GHz to 7.75 GHz. Technical Specifications must be included with the bid to demonstrate compliance.		NOT MET ____
4	3.4	The Ka-Band Transmit Frequency must be in the range of 30.00 GHz to 31.00 GHz, and the Ka-Band Receive-Frequency must be in the range of 20.20 GHz to 21.20 GHz. Technical Specifications must be included with the bid to demonstrate compliance.		MET ____ NOT MET ____
5	3.5	The terminal must be capable of the continuous operation of a minimum of four (4) transmit (Tx) and receive (Rx) carrier pairs (i.e. four Tx and four Rx). Technical Specifications must be included with the bid to demonstrate compliance.		MET ____ NOT MET ____
6	3.6	The terminal must be capable of providing a data rate of at least 1.544 Mbps on each Tx and Rx carrier. Technical Specifications must be included with the bid to demonstrate compliance.		MET ____ NOT MET ____
7	3.7	The bidder must provide documented proof that the terminal a) is certified, at X-Band and Ka-Band, for operation with the WGS constellation of satellites, with no conditions, and b) complies with 3.7.1 and 3.7.2 of the SOW.		MET ____ NOT MET ____

Item	SOW Reference	Requirement	Bidder's Response Details/ Demonstration (explanation, reference to proposal paragraph, section, page # etc)	Evaluation Team Assessment
		Acceptable documentation is the WGS certification provided by the US Department of Defence (DoD) stating that the terminal is WGS certified without exception.		
8	3.8	The terminal must be transportable and come with ruggedized transportation containers (e.g. hard shell cases, boxes, or crates, suitable for continued re-deployment) providing storage and protection from environmental hazards associated with military deployments.		MET _____ NOT MET _____
9	3.9	The terminal must be capable of being setup or torn down in less than two (2) hours with no more than three (3) people. The Bidder must provide an unedited demonstration video with their submission, in a common format (e.g. Audio Video Interleaved – AVI) on a CD to demonstrate compliance.		MET _____ NOT MET _____
10	3.11	The reflector diameter must not be less than 3.7m and not more than 4.2m. Technical Specifications must be included with the bid to demonstrate compliance.		MET _____ NOT MET _____
11	3.12	The four (4) operational single channel per carrier (SCPC) satellite modems, per terminal, must comply with 3.12.1-3.12.4 (inclusive) of the SOW. Any applicable certificates must be included with		MET _____

Item	SOW Reference	Requirement	Bidder's Response Details/ Demonstration (explanation, reference to proposal paragraph, section, page # etc)	Evaluation Team Assessment
		the bid to demonstrate compliance.		NOT MET
12	3.13	The two (2) 'cold spare' (i.e. stand-by) modems provided with each terminal must be the same as the operational modems and comply with 3.12.1-3.12.4 (inclusive) of the SOW. Any applicable certificates must be included with the bid to demonstrate compliance.		MET _____ NOT MET _____
13	3.14	If any motorized antenna pointing and control mechanisms are a component of the terminal, the terminal must also be capable of switching to manual pointing and control within five (5) minutes. If no motorized antenna pointing and control mechanisms are a component of the terminal, this requirement is not applicable. Technical Specifications must be included with the bid to demonstrate compliance.		MET _____ NOT MET _____ N/A _____
14	3.16	The terminal must provide for non-intrusive (e.g. via in-line ports) monitoring and/or measurement of items identified at 3.16.1-3.16.4 (inclusive) of the SOW. Technical Specifications must be included with the bid to demonstrate compliance.		MET _____ NOT MET _____
15	3.19	The system must meet the environmental requirements identified at 3.19.1 and 3.19.2 of the SOW. Copies of test reports must be provided with the bid to demonstrate compliance.		MET _____ NOT MET _____

Item	SOW Reference	Requirement	Bidder's Response Details/ Demonstration (explanation, reference to proposal paragraph, section, page # etc)	Evaluation Team Assessment
16	6.2	The Bidder must identify in the technical proposal the Operator and Maintainer training available for the terminal as optional procurement on an "as and when requested" basis, provide a syllabus of each course, and detail its ability to comply with 6.2.1-6.2.8 (inclusive) of the SOW.		MET _____ NOT MET _____
17	7.2	The Bidder must provide a Spare Parts List (SPL) for all terminal parts/items and the Bidder must provide the option for Canada to purchase from the SPL for a three (3) year period following contract award. The SPL must, at a minimum, contain the items identified at 7.2.1- 7.2.11 (inclusive) of the SOW.		MET _____ NOT MET _____
18	8.1	The Bidder must provide a list of applicable RF Measurement Tools required for setup, operation, monitoring and control of the terminal (e.g. Spectrum Analyzer, RF Power Meter, Cables, Connectors, etc.) as optional procurements for a three (3) year period following contract award. They can be standalone hardware, integrated units, and/or software driven tools loaded on the management laptop computer. The list must, at a minimum, contain the items identified at 8.3.1 – 8.3.9 (inclusive) of the SOW.		MET _____ NOT MET _____

Appendix 2 - Pricing Schedule

Prices must be in Canadian funds, Canadian customs duties and excise taxes in accordance with Part 3 - Bid Preparation Instructions, Section II - Financial Bid of the RFP, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.

1. Requirements

Table 1: WGS Certified Terminals, Technical Data Packages and Site Acceptance Tests

Bidders must quote all-inclusive firm unit prices that include all applicable costs including but not limited to labour, material, travel and living, and profit.

Milestone N°	Description	QTY	Delivery Date	All-inclusive Firm Unit Price (CAD)	Extended Price (CAD)
1	Delivery to CF Joint Signal Regiment, Kingston, ON: 1. One (1) WGS certified terminal (including tools, modems, spare modems and terminal control monitoring) that meets all of the requirements stated in section 3.0 of Annex A (Statement of Work), 2. Technical Data Package that meets all of the requirements stated in section 5.0 of Annex A (Statement of Work); and 3. Site Acceptance Test (SAT) requirements detailed in section 4.2 of Annex A (Statement of Work).	1	August 31, 2012	\$ _____	\$ _____
2	Delivery to CFB Esquimalt, Victoria, BC: 1. One (1) WGS certified terminal (including tools, modems, spare modems and terminal control monitoring) that meets all of the requirements stated in section 3.0 of Annex A (Statement of Work), 2. Technical Data Package that meets all of the requirements stated in section 5.0 of Annex A (Statement of Work); and 3. Site Acceptance Test (SAT) requirements detailed in section 4.2 of Annex A (Statement of Work).	1	October 31, 2012	\$ _____	\$ _____

3	Delivery to CFB Halifax, Halifax, NS:				
	1. One (1) WGS certified terminal (including tools, modems, spare modems and terminal control monitoring) that meets all of the requirements stated in section 3.0 of Annex A (Statement of Work),	1	October 31, 2012	\$ _____	\$ _____
	2. Technical Data Package that meets all of the requirements stated in section 5.0 of Annex A (Statement of Work); and				
	3. Site Acceptance Test (SAT) requirements detailed in section 4.2 of Annex A (Statement of Work).				
	Total (A)				\$ _____ (A)

Table 2: Optional Training (in accordance with Section 6.0 of Annex A (Statement of Work))

Bidders must quote all-inclusive firm unit prices that include all applicable costs including but not limited to labour, material, travel and living, and profit.

Item N°	Description	Course Duration (calendar days)	QTY	All-Inclusive Firm Unit Price (CAD)	Extended Price (CAD)
1	Operator Course, CF Joint Signal Regiment, Kingston, ON		1	\$ _____	\$ _____
2	Maintainer Course, CF Joint Signal Regiment, Kingston, ON		1	\$ _____	\$ _____
3	Operator Course, CFB Halifax, Halifax, NS		1	\$ _____	\$ _____
4	Maintainer Course, CFB Halifax, Halifax, NS		1	\$ _____	\$ _____
5	Operator Course, CFB Esquimalt, Victoria, BC		1	\$ _____	\$ _____
6	Maintainer Course, CFB Esquimalt, Victoria, BC		1	\$ _____	\$ _____
	Total Optional Training (B)				\$ _____ (B)

Table 3: Optional Spare Parts (in accordance with Section 7.2 of Annex A (Statement of Work))

Bidders must provide a Spare Parts List for ALL terminal parts/items.

Item N°	Description	Standard Lead Time (calendar days)	QTY	Unit Price (CAD)	Extended Price (CAD)
1					
2					
3					
	Total Optional Spare Parts (C)				\$_____ (C)

Table 4: Optional Radio Frequency (RF) Measurement Tools (in accordance with Section 8.0 of Annex A (Statement of Work))

Bidders must provide a list of the applicable RF Measurement tools required for setup, operation, monitoring and control of the terminal. Bidders must identify any items specific to their terminal.

Item N°	Description	Standard Lead Time (calendar days)	QTY	Unit Price (CAD)	Extended Price (CAD)
1					
2					
3					
	Total Optional RF Measurement Tools (D)				\$_____ (D)

The Total Evaluated Price will be determined as follows:

$$\text{Total Evaluated Price} = 0.9 * (A + B) + 0.1 * (C + D)$$

2. Labour Rates for Optional Services detailed in section 7.3 Spare Parts and Installation Option of Annex A (Statement of Work)

Bidders must quote hourly labour rates for optional work listed under section 7.0 of Annex A (Statement of Work). The proposed rates are subject to further negotiation and firming up prior to contract award.

Labour Category	Description of Work	Proposed Hourly Labour Rates

ANNEX A

W8474-13MG10/A

MERCURY GLOBAL EARLY ACCESS ANCHOR STATIONS (MGEAAS)

**STATEMENT OF WORK
17 April 2012**

RECORD OF CHANGES

Version Number	Date	Reason for Change
1.0	05 April 2012	Initial Release for RFP
2.0	17 April 2012	Clarify delivery addresses

TABLE OF CONTENTS

RECORD OF CHANGES	2
TABLE OF CONTENTS	1
1.0 SCOPE.....	2
2.0 APPLICABLE DOCUMENTS AND STANDARDS.....	2
3.0 TECHNICAL REQUIREMENTS	2
4.0 ACCEPTANCE CRITERIA.....	5
5.0 TECHNICAL DATA PACKAGE	6
6.0 TRAINING OPTION	7
7.0 SPARE PARTS AND INSTALLATION OPTION	8
8.0 RADIO FREQUENCY (RF) MEASUREMENT TOOLS OPTION.....	9

1.0 SCOPE

- 1.1 Purpose. This Statement of Work (SOW) identifies and defines Canada's requirement to acquire three (3) transportable Wideband Global Satellite (WGS) Communications certified terminals through the Mercury Global (MG) project.
- 1.2 Background. WGS is a United States (US) Department of Defense (DoD) controlled global satellite communications (SatCom) constellation consisting of nine (9) planned satellites, three of which are currently on orbit and fully operational. In order to satisfy the current and future DND SatCom requirements, Canada has signed a multilateral Memorandum of Understanding (MoU) assuring access to a percentage of the WGS system resources, available now. DND does not currently have an established SatCom anchoring (i.e. teleport) capability, which is a deficiency that must be addressed immediately in order to exploit our available bandwidth (BW).
- 1.3 Due to the period of time it will take to define, design and build the required global infrastructure, DND intends to acquire and install three (3) transportable terminals to act as interim Anchor Stations (AS) until permanent solutions are realized, a period known as Early Access (EA). These terminals will be fixed in place for EA but may be repurposed in the future.
- 1.4 The terminals must operate in the military X and Ka bands (simultaneous X-Band and Ka-Band operation is not mandatory), be in production and in service, and be certified for use with the US DoD Wideband Global Satellite (WGS) constellation.

2.0 APPLICABLE DOCUMENTS AND STANDARDS

- 2.1 MIL-STD-188-164A – Entitled “DoD Interoperability of SHF Satellite Communication Terminals.”
- 2.2 WGS X- and Ka-BAND Terminal Certification Requirements, Version 1.07 (Posting of this document on publically accessible websites is not authorized. It will be provided to bidders upon request).
- 2.3 Intelsat Earth Station Standards (IESS) 308, IESS-309 and IESS-310 interoperability standards

3.0 TECHNICAL REQUIREMENTS

- 3.1 Terminal Configurability. The terminal must be a satellite communication system that can be configured for operation on the WGS constellation in both the military Ka and

X bands (simultaneous X-Band and Ka-Band operation is not mandatory) and must be upgradeable for operation in C-Band.

- 3.2 Band Conversion. Conversion of the terminal from one band to another must be achievable with minimal effort, by no more than two (2) persons, within one (1) hour and without heavy lifting equipment, such as a forklift.
- 3.3 X-Band Frequencies. The Transmit Frequency must be in the range of 7.9 GHz to 8.4 GHz, and the Receive Frequency must be in the range of 7.25 GHz to 7.75 GHz.
- 3.4 Ka-Band Frequencies. The Transmit Frequency must be in the range of 30.00 GHz to 31.00 GHz, and the Receive-Frequency must be in the range of 20.20 GHz to 21.20 GHz.
- 3.5 Multi-Carrier. The terminal must be capable of the continuous operation of a minimum of four (4) transmit (Tx) and receive (Rx) carrier pairs (i.e. four Tx and four Rx).
- 3.6 Data Rate. The terminal must be capable of providing a data rate of at least 1.544 Mbps on each Tx and Rx carrier.
- 3.7 Certification. The terminal must be certified, at X-Band and Ka-Band, for operation with the WGS constellation of satellites, with no conditions:
- 3.7.1 The Contractor must provide documented proof that the supplied terminal complies with MIL-STD-188-164A, DoD Interoperability of SHF Satellite Communications Terminals, and has completed Phase III WGS certification testing with documented proof issued by the US Army Space and Missile Defense Command / Army Forces Strategic Command (USASMDC/ARSTRAT); and
- 3.7.2 The Contractor must provide documented proof that any deficiencies identified in the WGS certification process have been rectified and incorporated into the terminals that have been supplied, at no additional cost to Canada.
- Acceptable documentation is the WGS certification provided by the US Department of Defence (DoD) stating that the terminal is WGS certified without exception.
- 3.8 Transportability. The terminal must be transportable and come with ruggedized transportation containers (e.g. hard shell cases, boxes, or crates, suitable for continued re-deployment) providing storage and protection from environmental hazards associated with military deployments.

- 3.9 Setup/Take-down. The terminal must be capable of being setup or torn down in less than two (2) hours with no more than three (3) people.
- 3.10 Tools. Each terminal must include all necessary tools required for setup/take-down, if applicable.
- 3.11 Dimensions. The reflector diameter must not be less than 3.7m and not more than 4.2m.
- 3.12 Modems. The four (4) operational single channel per carrier (SCPC) satellite modems, per terminal, must:
- 3.12.1 be WGS certified in accordance with para 3.7;
 - 3.12.2 comply with the Intelsat Earth Station Standards (IESS) 308, IESS-309 and IESS-310 interoperability standards;
 - 3.12.3 include interfaces for both serial and Internet Protocol data traffic; and
 - 3.12.4 be mounted in a ruggedized transit case, from which they can operate.
- 3.13 Spare Modems. Two (2) ‘cold spare’ (i.e. stand-by) modems must be provided with each terminal, be the same as the operational modems, and mounted in the ruggedized modem transit case with the operational modems.
- 3.14 Antenna Pointing and Control. If any motorized antenna pointing and control mechanisms are a component of the terminal, the terminal must also be capable of switching to manual pointing and control within five (5) minutes. If no motorized antenna pointing and control mechanisms are a component of the terminal, this requirement is not applicable.
- 3.15 Terminal Control and Monitoring. The terminal must include a management laptop computer operator interface (graphical user interface) with user application software for all control and monitoring functions (including a real time status screen to give the user easy access to the terminal’s vital operational parameters) from, but not limited to, the Block Upconverter (BUC) and/or Power Amplifier (PA), modem, and auto-acquisition and/or antenna pointing control system. If the terminal does not utilize any auto-acquisition and/or antenna pointing control system(s), that portion of this requirement is not applicable.
- 3.16 RF Measurements. The terminal must provide for non-intrusive (e.g. via in-line ports) monitoring and measurement of items such as, but not limited to:
- 3.16.1 all Tx/Rx carrier(s);
 - 3.16.2 the satellite beacon frequency;

3.16.3 the entire X and Ka band spectrum; and

3.16.4 the terminal Tx/Rx power.

3.17 Fixing In Place. The terminal must contain anchor points adequate for fixing the terminal in place (e.g. bolting to a cement pad).

3.18 Delivery. Final delivery addresses will be identified at contract award; however, the geographical delivery locations are as follows:

3.18.1 One terminal to Canadian Forces Base (CFB) Esquimalt (Victoria, BC);

3.18.2 One terminal to CFB Halifax (Halifax, NS); and

3.18.3 One terminal to CFB Kingston (Kingston, ON).

3.19 Environmental Standards. The terminals will be initially installed on the east and west coasts of Canada where extreme cold and high winds are possible throughout the course of the year.

3.19.1 The terminal must be capable of operating within an ambient temperature range of -30°C to +50°C; and

3.19.2 The terminal must be capable of operating at steady-state winds of 40 km/h, with gusts up to 95 km/h.

4.0 ACCEPTANCE CRITERIA

4.1 Factory Acceptance Test (FAT). The Contractor must provide FAT reports for all satellite communication terminals, or Certificates of Compliance in lieu. The FAT reports must verify the following Contractor's own specifications, as a minimum:

4.1.1 WGS certification;

4.1.2 Effective Isotropic Radiated Power (EIRP);

4.1.3 Gain to Noise Temperature Ratio (G/T);

4.1.4 Antenna performance for:

4.1.4.1 Ka-band antenna sidelobe, polarization and axial performance ratio;
and

4.1.4.2 X-band antenna sidelobe, polarization and axial performance ratio.

4.1.5 Satellite acquisition and tracking (if applicable);

4.1.6 Terminal monitoring and control;

4.1.7 RF Equipment (X/Ka) switching; and

4.1.8 Electromagnetic emissions.

4.2 Site Acceptance Test (SAT). The SAT must be conducted as a Contractor led terminal installation activity at CFB Esquimalt, CFB Halifax and CFB Kingston and must verify terminal operation on the WGS constellation in accordance with this SOW. The SAT must include, as a minimum:

- 4.2.1 Setup and take-down;
- 4.2.2 Satellite acquisition;
- 4.2.3 Satellite tracking (if applicable);
- 4.2.4 Terminal monitoring and control;
- 4.2.5 RF measurements;
- 4.2.6 RF Equipment (X/Ka) switching;
- 4.2.7 Operation at X and Ka-Band;
- 4.2.8 Multi-carrier operation at X and Ka-Band; and
- 4.2.9 Fixing in place (DND will prepare the site in accordance with Contractor direction and terminal requirement).

5.0 TECHNICAL DATA PACKAGE

5.1 The Technical Data Package will enable DND to fully operate and maintain the system and manage system configuration during in-service. The Technical Data Package must include, as a minimum:

- 5.1.1 Interface Control Drawings (ICD), if applicable;
- 5.1.2 Documents and SatCom terminal configuration drawings;
- 5.1.3 Parts lists;
- 5.1.4 Wiring diagrams;
- 5.1.5 Operation manuals;
- 5.1.6 Maintenance manuals; and
- 5.1.7 Acceptance test procedures.

5.2 The Technical Data Packages must be made available in Microsoft Office 2003 format or in a format approved by the DND.

5.3 The technical data must be delivered in English. Canada will be responsible for any translation required.

- 5.4 The technical data must be delivered in Contractor standard format and the DND must be able to open any soft copies.

OPTIONS

Canada will decide whether or not to exercise the following options.

6.0 TRAINING OPTION

- 6.1 Training is an option that may be exercised after contract award.
- 6.2 If Canada decides to exercise the training option, the training may be authorized with a Task Authorization form on an “as and when requested” basis. Details of courses to be provided by the Contractor are as follows:
- 6.2.1 The Contractor must provide a training package for Operators, to include a list of items, training aids, and any other requirements needed to complete the training. This list must be provided four (4) weeks prior to the course start date allowing DND time to review the material and prepare the required facilities;
 - 6.2.2 The Contractor must provide a training package for Maintainers, to include a list of items, training aids, and any other requirements needed to complete the training. This list must be provided four (4) weeks prior to the course start date allowing DND time to review the material and prepare the required facilities;
 - 6.2.3 The Contractor must allow for a maximum of six (6) courses, to be delivered in English, consisting of one (1) Operator course and one (1) Maintainer course at each terminal location, up to a maximum of five (5) days duration each course. A day is comprised of 7.5 working hours;
 - 6.2.4 The Contractor must submit the course training syllabus to the DND Technical Authority (TA) four (4) weeks prior to the course start date for DND review and comments. The Contractor must include DND comments into the training;
 - 6.2.5 Each participant must be provided with a manual, in both hard and soft copy, for each course (maximum number of participants per course is ten);
 - 6.2.6 All training materials must be provided to the TA, in both hard and soft copy, prior to course commencement (and subsequently if any required changes were identified during the course);

- 6.2.7 Canada retains the right to re-use “any and all” training materials for the purposes of in-house training; and
- 6.2.8 The training and training materials must be delivered in English. Canada will be responsible for any translation required.
- 6.2.9 Courses, if authorized, will occur at CFB Kingston (ON), CFB Esquimalt (BC) and/or CFB Halifax (NS) in a classroom environment for theoretical instruction and with the terminal (i.e. outdoors) for practical instruction.

7.0 SPARE PARTS AND INSTALLATION OPTION

- 7.1 The Contractor must provide warranty in accordance with the 2010A General Conditions as detailed in the Contract.
- 7.2 The Contractor must provide an option related to the purchase of spare parts for the duration of the Contract. The Contractor must provide a Spare Parts List (SPL), for all terminal parts/items. The SPL must, at a minimum, contain the following information:
 - 7.2.1 Item Name;
 - 7.2.2 Manufacturer;
 - 7.2.3 Manufacturer model number;
 - 7.2.4 Manufacturer part number;
 - 7.2.5 Quantity recommended per satellite communication terminal to be supplied during the Contract period;
 - 7.2.6 Quantity recommended for spares depot during the Contract period;
 - 7.2.7 NATO stock number (NSN) if available;
 - 7.2.8 International Traffic in Arms Regulations (ITAR) applicability;
 - 7.2.9 Specific packaging, storage, handling and transportation requirements;
 - 7.2.10 Cost; and
 - 7.2.11 Lead times.
- 7.3 Any services related to the installation of spare parts after the warranty period will be performed on an “as and when requested” basis using a Task Authorization form for the duration of the Contract. Such tasks may involve problem diagnostics, supply and integration of spares, equipment upgrades, as well as regular and corrective maintenance. All travel and living expenses must have prior authorization of the Technical Authority and must be in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and

with the other provisions of the article 7 of the Treasury Board Directive entitled "Special Travel Authorities". http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA-1-eng.asp#Toc65556472

8.0 RADIO FREQUENCY (RF) MEASUREMENT TOOLS OPTION

- 8.1 The Contractor must provide an option related to the purchase of RF measurement tools for the duration of the Contract.
- 8.2 The Contractor must provide a list of applicable RF Measurement Tools required for setup, operation, monitoring and control of the terminal. The applicable RF Measurement Tools include the following: Spectrum Analyzer, RF Power Meter, Cables, Connectors, etc. They can be standalone hardware, integrated units, and/or software driven tools loaded on the management laptop computer.
- 8.3 For standalone RF measurement tools the Contractor must, at minimum, identify the following:
 - 8.3.1 Item Name;
 - 8.3.2 Manufacturer;
 - 8.3.3 Manufacturer model number;
 - 8.3.4 Manufacturer part number;
 - 8.3.5 NATO stock number (NSN) if available;
 - 8.3.6 International Traffic in Arms Regulations (ITAR) applicability;
 - 8.3.7 Specific packaging, storage, handling and transportation requirements;
 - 8.3.8 Cost; and
 - 8.3.9 Lead times.

Annex B**Basis of Payment****1. Requirements**

WGS Certified Terminals, Technical Data Packages and Site Acceptance Tests, in accordance with sections 3, 4 and 5 of Annex A – Statement of Work

Schedule of Milestones:

Milestone N°	Description	QTY	Delivery Date	All-inclusive Firm Unit Price (CAD)	Extended Price (CAD)
1	Delivery to CF Joint Signal Regiment, Kingston, ON: <ol style="list-style-type: none"> One (1) WGS certified terminal (including tools, modems, spare modems and terminal control monitoring) that meets all of the requirements stated in section 3.0 of Annex A (Statement of Work), Technical Data Package that meets all of the requirements stated in section 5.0 of Annex A (Statement of Work); and Site Acceptance Test (SAT) requirements detailed in section 4.2 of Annex A (Statement of Work). 	1	August 31, 2012	\$ _____	\$ _____
2	Delivery to CFB Esquimalt, Victoria, BC: <ol style="list-style-type: none"> One (1) WGS certified terminal (including tools, modems, spare modems and terminal control monitoring) that meets all of the requirements stated in section 3.0 of Annex A (Statement of Work), Technical Data Package that meets all of the requirements stated in section 5.0 of Annex A (Statement of Work); and Site Acceptance Test (SAT) requirements detailed in section 4.2 of Annex A (Statement of Work). 	1	October 31, 2012	\$ _____	\$ _____

3	Delivery to CFB Halifax, Halifax, NS: <ol style="list-style-type: none"> One (1) WGS certified terminal (including tools, modems, spare modems and terminal control monitoring) that meets all of the requirements stated in section 3.0 of Annex A (Statement of Work), Technical Data Package that meets all of the requirements stated in section 5.0 of Annex A (Statement of Work); and Site Acceptance Test (SAT) requirements detailed in section 4.2 of Annex A (Statement of Work). 	1	October 31, 2012	\$ _____	\$ _____
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Total Firm Price: \$ _____
(GST/HST extra, as applicable)

2. Options

2.1 Optional Training (in accordance with Section 6.0 of Annex A - Statement of Work)

Item N°	Description	Course Duration (calendar days)	QTY	All-Inclusive Firm Unit Price (CAD)	Extended Price (CAD)
1	Operator Course, CF Joint Signal Regiment, Kingston, ON		1	\$ _____	\$ _____
2	Maintainer Course, CF Joint Signal Regiment, Kingston, ON		1	\$ _____	\$ _____
3	Operator Course, CFB Halifax, Halifax, NS		1	\$ _____	\$ _____
4	Maintainer Course, CFB Halifax, Halifax, NS		1	\$ _____	\$ _____
5	Operator Course, CFB Esquimalt, Victoria, BC		1	\$ _____	\$ _____
6	Maintainer Course, CFB Esquimalt, Victoria, BC		1	\$ _____	\$ _____

2.2 Optional Spare Parts (in accordance with Section 7.2 of Annex A - Statement of Work)

Item N°	Description	Delivery Date	Delivery Location	QTY	Unit Price (CAD)	Extended Price (CAD)
1						
2						
3						
4						

2.3 Optional Radio Frequency (RF) Measurement Tools (in accordance with Section 8.0 of Annex A - Statement of Work)

Item N°	Description	Delivery Date	Delivery Location	QTY	Unit Price (CAD)	Extended Price (CAD)
1						
2						
3						
4						

2.4 Optional Services detailed in section 7.3 Spare Parts and Installation Option of Annex A - Statement of Work

2.4.1 Labour:

Labour Category	Firm Hourly Rates

2.4.2 Travel and Living Expenses:

All travel and living expenses must have prior authorization of the Technical Authority and must be in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the article 7 of the Treasury Board Directive entitled "Special Travel Authorities". (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA-1-eng.asp#Toc65556472)

ANNEX C

TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat <hr/> Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À <hr/> Delivery location – Expédiez à <hr/> Delivery/Completion date – Date de livraison/d'achèvement	<div style="border: 1px solid black; padding: 5px;"> <p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p> </div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="border-top: 1px solid black; width: 20%; text-align: center;">Date</div> <div style="border-top: 1px solid black; width: 60%; text-align: center;"> for the Department of National Defence pour le ministère de la Défense nationale </div> </div> </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p> <div style="margin-top: 20px; display: flex; justify-content: space-between;"> <div style="border-top: 1px solid black; width: 40%; text-align: center;"> for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux </div> <div style="width: 50%; text-align: right;"> Design: Forms Management 993-4050 Conception : Gestion des formulaires 993-4062 </div> </div>		