

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

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Title - Sujet Commercial Satellite Imagery	
Solicitation No. - N° de l'invitation E60SQ-120001/A	Date 2013-03-20
Client Reference No. - N° de référence du client E60SQ-120001	GETS Ref. No. - N° de réf. de SEAG PW-\$\$\$Q-054-25646
File No. - N° de dossier 054sq.E60SQ-120001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-09	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bootsma, Lena C.	Buyer Id - Id de l'acheteur 054sq
Telephone No. - N° de téléphone (819) 956-1751 ()	FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Comments - Commentaires

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Delivery Required - Livraison exigée	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

Issuing Office - Bureau de distribution
Science Procurement Directorate/Direction de l'acquisition
de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

Solicitation No. - N° de l'invitation

E60SQ-120001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

054sqE60SQ-120001

Buyer ID - Id de l'acheteur

054sq

CCC No./N° CCC - FMS No/ N° VME

LETTER OF INTEREST (LOI)

Multiple National Master Standing Offers (NMSOs) for Commercial Satellite Imagery (CSI) Products or Data for Delivery to the Government of Canada

LETTER OF INTEREST (LOI)

Multiple National Master Standing Offers (NMSOs) for Commercial Satellite Imagery (CSI) Products or Data for Delivery to the Government of Canada

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- Attachment 2 – Industry Engagement Questions
- Attachment 3 – Draft Request for Standing Offer (RFSO)

1.0 PURPOSE

Canada is in the planning stages for a competitive Request for Standing Offer (RFSO) for Commercial Satellite Imagery (CSI) Products or Data for delivery to the Government of Canada (GoC) on an “as and when requested” basis. At the end of 2009 to the beginning of 2010, fifteen (15) NMSOs from the first round for the procurement of commercial satellite imagery were issued as a result of a collaborative effort between the Canada Centre for Remote Sensing (CCRS), the Department of National Defense Defence (DND) and Public Works and Government Services Canada (PWGSC). These NMSOs are set to expire starting in November 2013,

Canada is seeking to engage Industry in consultation on the development of the procurement for the renewal of the RFSO. Engagement provides Industry with the opportunity to present their capabilities and considerations regarding Canada’s requirements for CSI. Canada will use the information gathered to determine changes that should be included that will both meet the needs of the Government of Canada users and be coherent with Industry standard practices.

The Engagement process will include two Industry Days planned for April 9 and 10, 2013 in Ottawa, Canada, with an Industry Engagement Session followed by one-on-one Industry Meetings.

The purpose of this Letter of Interest (LOI) is to register interested parties for attendance to the Industry Day(s) and for participation in one-on-one meetings. Industry Engagement Questions and a draft RFSO are included with this LOI to provide Industry the opportunity to review and prepare written comments and recommendations which will serve to facilitate the consultation process during Industry Days. The Rules of Engagement for the Consultative Process are in Attachment 1.

The attached RFSO is still under development and is provided for consultation purposes. It is not a final document.

2.0 OBJECTIVES OF THE LOI

The objectives of the LOI are to:

- a) register interested parties for the Industry Days – see Article 3.2;
- b) provide Industry with the Draft RFSO for review – see Attachment 3; Part 4, Evaluation Procedures and Basis of Selection is not included in the draft RFSO, however it will be provided before the Industry Days through an amendment to the LOI.
- c) provide information on its development to date – see Article 4.0;
- d) request interested parties to participate in its further development by submitting comments, questions, recommendations and suggestions for improvement – see Attachment 2, Industry Engagement Questions;

3.0 BACKGROUND

Currently there are fifteen (15) NMSOs for Commercial Satellite Imagery, that were issued as a result of the RFSO from February 2009, each pertaining to a specific sensor or satellite-sensor of interest to Canada. These are:

	Satellite	Sensor
1	GeoEye-1	GeoEye-1
2	Ikonos	Ikonos
3	Spot 4	Spot 4
4	Spot 5	Spot 5
5	WorldView-1	WorldView-60 camera
6	WorldView-2	WorldView-2
7	Quickbird-2	QuickBird-2
8	ResourceSat-1C/D	AWiFS
9	ResourceSat-1C/D	LISS-III
10	ResourceSat-1C/D	LISS-IV
11	TerraSAR-X	TerraSAR-X
12	RapidEye	RapidEye
13	EROS-B	Pan Imager
14	DMC	Pan, MS Imagers
15	Cosmo-Skymed	SAR-2000

Negotiated in good faith by Canada and vendors and featured with a set of 12 license classes which broadly define the data sharing principles (see table below), the NMSOs represented the first response to a growing need of the GoC for an efficient procurement vehicle, competitive pricing and common licensing allowing data sharing across the federal government and with its partners. These Standing Offers are set to expire starting in November 2013.

Table 1. Licence Class Designations for the NMSOs currently in operation

License Class	Included Entities
Base/Class 0	Canadian Government Departments, Agencies, and Crown Corporations
Class 1	Base + Canadian Academic Research community affiliated with a recognized University or College
Class 2	Base + Provincial and Territorial Governments in Canada
Class 3	Base + Provincial, Territorial, and Local (Municipal and First Nations) Governments in Canada
Class 4	Base + Local Governments (Municipalities and First Nations) in Canada. Local Governments would include two cities with over 500000 in population and up to 20 municipalities with less than 500000 in population.
Class 5	Base + Civilian Federal Departments and their international counterparts as per their mandates. (Example: Canadian Ice Service and US National Ice Center and International Ice Patrol under the North American Ice Service [NAIS]).
Class 6	Base + USA Government Agencies (Military and Civilian) e.g. US Department of Defense
Class 7	Base + Military Partners (USA, UK, AUS, New Zealand)
Class 8	Base + Military Partners (USA, UK, AUS, New Zealand) + 26 NATO Member Countries (See http://www.nato.int/pfp/eapc-cnt.htm .)
Class 9	Base + Military Partners (USA, UK, AUS, New Zealand) + 26 NATO Member Countries (See http://www.nato.int/pfp/eapc-cnt.htm .) + any of 23 NATO Partners for Peace (See http://www.nato.int/pfp/sig-cntr.htm .)
Class 10	Base + Military of Other countries with which Canada is involved in operations. (Example: United Arab Emirates forces in Afghanistan.)
Class 11	Base + public at large. See Article entitled "Public Good".

CCRS, DND, and PWGSC with participation of several other Canadian Government Departments have again collaborated for this second round of NMSOs, with the aim of continuity and improvement. The

draft RFSO at Attachment 3 incorporates improvements based on feedback from GoC users as well as the limitations identified and lessons learned during the term of the current NMSOs. Changes include:

- 1) A list of satellite-sensors of interest to Canada is not identified. Any satellite-sensor, whether on an existing NMSO or not, will be evaluated for issuance of an NMSO in accordance with the Evaluation Procedures and Basis of Selection described in the draft RFSO at Attachment 3;
- 2) Optional Products are suggested to include "Image Bundles" and "Value-added Products";
- 3) An annual refresh will allow Offerors to update pricing;
- 4) An annual refresh will allow Offerors to provide new product offerings and new sensors for consideration by Canada to add to their Standing Offer;
- 5) An annual refresh will also allow for inclusion of new Offerors;
- 6) More detailed instructions on Product delivery are provided.
- 7) Only Satellite Operating Agencies (SOA) are entitled to become Offerors, while Authorized Distributors may take orders;
- 8) For any Satellite Operator, only one NMSO will be established, covering all the sensors of the Operator that pass the evaluation criteria;
- 9) Conditions for data sharing with higher License Classes are explicitly specified, although the End User License Agreement (EULA) as well as the definition of License Classes largely remains the same;
- 10) Provision to request background data collection is formally included in the RFSO;
- 11) The Identified Users of the NMSOs will remain the Government of Canada for the initial version of the NMSOs; during the term of these NMSOs, however, the Identified Users may be extended to other levels of Canadian governments (such as the provincial and municipal government) during an annual refresh process; offerors will be notified explicitly if this occurs;
- 12) The initial period of NMSOs will be for two (2) years with the option to extend for five (5) additional one-year periods.

4.0 REQUIREMENTS DEFINITION

The information provided by Canada in this LOI is preliminary and may change. This LOI is not a solicitation nor will it be used to pre-qualify or otherwise restrict participation in a future Request for Standing Offer (RFSO). A Standing Offer will not result from this LOI.

The issuance of this LOI does not create an obligation for Canada to issue a subsequent RFSO, and does not bind Canada legally or otherwise, to enter into any agreement or to accept any suggestions from potential Offerors. Industry recommendations that do not restrict the level of competition nor favour a particular company will be given consideration. However, Canada reserves the right to accept or reject any or all recommendations received.

Responses to this LOI will not be used to identify a source list for the purposes of undertaking any future work. Responding to this LOI is neither a condition nor a prerequisite for participation in any RFSO should Canada elect to proceed accordingly.

Potential Offerors are advised that any information submitted to Canada may be used by Canada in the development of a procurement strategy for this requirement and the development of a subsequent competitive RFSO. All Industry consultations will be documented and this information is subject to the Access to Information Act. Canada will not reveal any designated proprietary information to third parties. Potential Offerors responding to the LOI should identify any submitted information that is to be considered as either company confidential or proprietary.

5.0 INDUSTRY DAY

5.1 INDUSTRY DAY REGISTRATION

Interested parties that wish to attend the Industry Day are requested to register by notifying the Standing Offer Authority identified herein, by March 27, 2013. Participants must identify the following:

- A. Company Legal Name and Corporate Address;
- B. Names of representatives and respective titles;
- C. Contact Information of representatives (office address, telephone number(s) and email address);
- D. Request for one-on-one meeting if desired.

Please note that:

- a) Although Industry may register as many representatives as required, no more than two (2) representatives may attend at any given time due to space limitation.
- b) All attendees are encouraged to register and will be required to sign-in upon arrival to the venue.
- c) Interested participants are encouraged to submit a response to the Industry Engagement Questions at Attachment 2 in electronic format (MS Word or Adobe PDF preferable as long as copy/paste or printing of text is not restricted in any way) with their registration or shortly thereafter.
- d) Attendees are responsible for their own transportation, accommodation, meals, parking and all other expenses.
- e) Participation is not a mandatory requirement. Not attending the Industry Day will not preclude an interested vendor from submitting an offer to the RFSO.
- f) Media cannot participate in the one-on-one meetings.

5.2 INDUSTRY DAY FORMAT

Commercial Satellite Imagery Industry Days are planned in Ottawa Canada for two (2) days on April 9 and 10, 2013. Canada is under no obligation to proceed with the Industry Days. The Industry Days will be open to any interested party that has requested the LOI for download.

The Industry Day will start with an Industry Engagement Session on the morning of the first day that will involve a general briefing, summary of any new developments based on Industry feedback received prior to the Industry Days, and an open question period. Following the Industry Engagement Session, one-on-one meetings will be held in the afternoon of the first day and all day the second day. Representatives from CCRS, DND, and PWGSC will be in attendance.

The purpose of the one-on-one meetings are to allow Industry the opportunity to present information, recommendations and concerns to Canada in order to further influence the Commercial Satellite Imagery Requirement and RFSO, recognizing that Canada is under no obligation to accept such influence. Further, Industry participants must be aware that Canada will not be able to disclose any additional information beyond what has been disclosed in the LOI itself or Industry Day general briefing and open question period.

Industry participants interested in having one-on-one meetings are requested to indicate this in their Industry Day registration. Canada reserves the right to limit the time available for one-on-one meetings to ensure all participants have a fair opportunity to participate. If the number of one-on-one meetings cannot be accommodated within the allocated time period, additional days may be allocated as necessary to ensure all interested parties may participate.

Any relevant questions, ideas and issues raised as well as the responses provided during the Industry Day will be documented in an Industry Day Record. The one-on-one sessions will be first analyzed for further consideration by Canada and any pertinent recommendations or questions raised and answers provided will be included in the Industry Day Record. The Industry Day Record will be provided through an amendment to the LOI.

6.0 STANDING OFFER AUTHORITY

The Public Works Government Services Canada (PWGSC) Standing Offer Authority (or delegated representative) is responsible for the management of the procurement and LOI process. All inquiries and other communications related to this LOI shall be directed exclusively to this Authority.

Lena Bootsma
Supply Specialist
Earth Sciences Division
Science Procurement Directorate
Services and Specialised Acquisition Management Sector
Acquisitions Branch, PWGSC
Place du Portage, Phase III, 11C1
11 Laurier Street
Gatineau, Québec K1A 0S5
Telephone: (819) 956-1751 **Fax:** (819) 997-2229
E-mail address: [lena.bootsma@tpsgc-pwgsc.gc.ca](mailto:lana.bootsma@tpsgc-pwgsc.gc.ca)

ATTACHMENT 1 - RULES OF ENGAGEMENT

COMMERCIAL SATELLITE IMAGERY (CSI)

INDUSTRY CONSULTATIVE PROCESS

An overriding principle of the industry consultation is that it be conducted with the utmost of fairness and equity between all parties. No one person or organization will receive nor be perceived to have received any unusual or unfair advantage over the others.

The industry consultative process begins with the Letter of Interest (LOI), an Industry Engagement Session and one-on-one meetings and concludes when the official RFSO is published on the Government Electronic Tendering Service (MERX) ("Consultative Process").

These Rules of Engagement will apply during the Consultative Process.

In order to maximize the benefits of the Consultative Process, a draft RFSO and Industry Engagement Questions are included with the Letter of Interest (LOI). It will provide all interested parties in the Industry the opportunity to participate in the further development of the CSI solicitation by submitting comments, questions, recommendations and suggestions for improvement and will serve to facilitate the consultation process on Industry Day

Any pertinent solutions, ideas or issues raised during the Industry Day will be documented in an Industry Day Record that will be provided through an amendment to the LOI.

The one-on-one sessions will be first analyzed for further consideration by Canada and any pertinent recommendations or questions raised and answers provided will be included in the Industry Day Record.

Canada will not disclose proprietary or commercially-sensitive information concerning an interested party or Industry Day Participant to other Participants or third parties, except and only to the extent required by law.

TERMS AND CONDITIONS:

The following terms and conditions apply to the Consultative Process. In order to encourage open dialogue, interested parties or Industry Day Participants agree to the following:

1. Participants are expected to discuss their views concerning the CSI solicitation and to provide positive resolutions to the issues in question. Everyone will have equal opportunity to share their ideas and suggestions;
2. Participants will NOT reveal or discuss any information to the MEDIA/NEWSPAPER regarding the CSI solicitation during this consultative process. If participants receive a question from the Media, participants are to direct the Media to contact the PWGSC Media Relations Office at 819-956-2313;
3. Participants are to direct inquiries and comments relating to the CSI solicitation and its issues only to authorized representatives of Canada, as directed in notices given by the Standing Offer Authority from time to time. Any communication to unauthorized representatives of Canada may also be subject to full disclosure by Canada on MERX;
4. Media cannot participate in the one-on-one meetings;
5. Canada is not obligated to issue any subsequent RFSO;

6. If Canada does release an RFSO, the terms and conditions of the RFSO will be subject to Canada's absolute discretion;
7. Canada will not reimburse any person or entity for any cost incurred in participating in this industry consultative process;
8. Participation is not a mandatory requirement. Not participating in this consultative process will not preclude an offeror from submitting an offer;

By participating on the Consultative Process, the interested parties agree to be bound by all the terms and conditions contained herein.

ATTACHMENT 2 INDUSTRY ENGAGEMENT QUESTIONS

The questions contained in the Sections below are intended to elicit feedback of interest to Canada and provide guidance to Industry in preparing for the Industry Day. It is not expected that all questions will elicit a response, neither should submissions be constrained by the questions.

Respondents are encouraged to submit a response to the Industry Engagement Questions in electronic format (MS Word or Adobe PDF preferable as long as copy/paste or printing of text functions are not restricted in any way) with their Industry Day Registration or shortly thereafter, as detailed in Article 3.2 of the LOI.

Response Format

Use the written format of your choice, but keep the same section numbering as used in the LOI and draft RFSO.

The Respondent's name, company, and contact information and the LOI number should be clearly visible on the response. Responses will not be returned.

The number of pages of your response is not limited. However, the expected length should not exceed 15 pages double sided standard letter business format.

Language of Response

Responses may be in English or French, at the preference of the Respondent.

Response Parameters

Respondents are reminded that this is an LOI and not an RFSO and, in that regard, Respondents should feel free to provide their comments and concerns with their responses.

Canada reserves the right to seek clarifications from a Respondent for any information provided in response to this LOI, either by telephone, in writing or in person.

Response Confidentiality

Respondents are requested to clearly identify those portions of their response that are company confidential or proprietary in nature. The confidentiality of each Respondent's response will be maintained. Items that are 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 respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all interested parties.

Submission of responses

Respondents may submit their responses by e-mail to Lena Bootsma at the following address: lena.bootsma@tpsgc-pwgsc.gc.ca. See article 6.0, Standing Offer Authority. The responses should be provided no later than April 18, 2013 to ensure they are reviewed before the final RFSO is issued.

SECTION 1: EXECUTIVE SUMMARY

1. Describe if you are a Satellite Operating Agency (SOA) or a potential Authorized Distributor for an SOA.
2. If you are an SOA, describe your arrangement for representation in Canada and comment if it is reasonable to expect one representative Distributor that will provide ordering, delivery and invoicing services for a resulting RFSO.
3. If you are an authorized Distributor for one or multiple SOAs, describe your arrangement with the SOA(s).
4. If you have existing business for Commercial Satellite Imagery with the Government of Canada, provide the business volume from April 1, 2011 through March 30, 2012 and from April 1, 2009 through March 30, 2011 for each Satellite-Sensor you operate or represent.
5. If you are a new SOA, or do not have existing business for Commercial Satellite Imagery with the Government of Canada, explain what capabilities and product features of each Satellite-Sensor you operate has to meet the need for Satellite Imagery by Government of Canada users.

SECTION 2: REQUIREMENT

1. Which satellite imagery products is your company capable of providing?
2. What are the standard products that your company provides? Does your company offer products with options for geometric registration, radiometric calibration, ortho-rectification and atmospheric corrections separately? If so, how is each product priced?
3. Are the requirements as stated in the Requirement of the attached RFSO clear? If not, please identify what requires clarification.
4. Are there missing elements or components in the Requirement? Please identify.
5. Does your company provide stereo-pairs, the derived DEM or other products retrieved from satellite imagery?
6. Does your company provide mosaic products produced from several images? If so can you provide the associated metadata that allows for full traceability for all the imagery data used in the mosaic at the pixel level? Would the request for having such metadata add to the cost, and if so, how much?
7. Can your company meet the product delivery requirements as described in the Requirement? If not, please indicate the issues.
8. Are the conditions of the proposed EULA acceptable?
9. Are the definitions of the License Classes clear and understood? Identify what is unclear or not understood. Which classes would your company provide for?
10. Do you have any questions or concerns re: the data sharing and use that is allowed among the entities in each License Class under the EULA. Are there any areas that are not clear? If so, what are they and where is clarification needed?
11. The Requirement asks that all product license information be included in the Product's metadata. Are there any issues with your company in meeting this requirement?
12. Please identify any suggestions for changes or improvements that you wish to see in the final RFSO and explain why.
13. Please, identify your preferable/available formats for the data products and delivery.

SECTION 3: EVALUATION and BASIS OF SELECTION

1. How would you propose Canada evaluate the offers?
2. Provide any suggestions that, in your opinion could assist Canada in the development of the evaluation procedures including evaluation criteria and the basis of selection of the Offerors.

SECTION 4: BASIS of PAYMENT

1. Describe and provide an example if possible of your pricing model for the products you provide.

SECTION 5: STANDING OFFER and RESULTING CONTRACT CLAUSES

1. Is an annual refresh to update pricing, add new products, add new Satellites or Sensors, and possibly issue additional Standing Offers to new SOAs, fair and reasonable, provided any submission to a refresh meets the evaluation criteria? If you foresee any potential problems or issues with this, please explain.
2. Do you foresee any issues with the annual refresh also serving as a notice for GoC areas of interest to conduct background data collections? If so what are they?
3. Please comment on Canada's intention to issue Standing Offers to SOAs only, with the option for SOAs to name one Authorized Distributor for Canada who are held to the pricing submitted by the SOA for the Standing Offer. Will this work with the Industry SOA-Distributor relationship?
4. Are the Standing Offer and Resulting Contract Clauses clear and acceptable? If not, please identify what requires clarification or what is not acceptable and why.

SECTION 6: OTHER

1. Please identify any other issues, concerns, recommendations not addressed above.
2. Would you have issues with the possibility of the Identified Users being expanded to include Canadian Provincial/Territorial and Municipal Governments? If so, what are those issues? If this expansion would require changes in pricing, likely to what percentage would the increase be? (New pricing for provincial or municipal government can be based on the mark-up associated with the appropriate license classes).

**ATTACHMENT 3
DRAFT REQUEST FOR STANDING OFFER (RFSO)**

Note:

1. This RFSO is still under development and is provided for consultation purposes. It is not a final document.
2. Part 4, Evaluation Procedures and Basis of Selection is not included in the draft RFSO, however it will be provided before the Industry Days through an amendment to the LOI.

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Information Required Precedent to Issuance of a Standing Offer ; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement (SOR), the Basis of Payment, Satellite Product and Service Information, and File Structure Specifications and Communication Interfaces.

2. Summary

Multiple National Master Standing Offers (NMSOs) for Commercial Satellite Imagery (CSI) Products or Data for Delivery to the Government of Canada.

Canada requires on an “as and when requested” basis, commercial satellite imagery from Satellites-Sensors that provide the imagery products needed by the Government of Canada as defined in Annex A, Statement of Requirement.

Canada intends to issue one (1) NMSO to each Satellite Operator with Satellites-Sensors that meet the requirement. The Satellite Operator may name one Canadian Authorized Distributor in the Standing Offer for the purposes of receiving and fulfilling call-ups and receiving payment. If more than one offer of a Satellite-Sensor from a single Offeror is recommended for issuance of a Standing Offer, the resulting Standing Offer will include the aggregate of all recommended Satellite-Sensors of the Offeror, and associated Canadian Authorized Distributors.

Any resulting Standing Offer will be for an initial period of two (2) years from date of issue, with an irrevocable option on the part of Canada to extend the Standing Offer by up to five (5) extension periods of one (1) year each.

On an annual basis, offers will be accepted for updates to pricing and products of existing NMSOs, and for new satellite-sensors, either for inclusion in an existing or for issuance of an additional NMSO.

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). This procurement consists of Satellite Data Processing and Related Services which are excluded from the application of NAFTA as per Annex 1001.1B-2, Class T, Communications, Photographic, Mapping, Printing and Publication Services, subclass T013, General Photographic Services – Still. This procurement is not covered under the World Trade Organization – Agreement on Government Procurement (WTO-AGP), in accordance with Appendix 1, Annex 4. The Comprehensive Land Claims Agreements (CLCAs) may be applicable to this procurement, as there may be call-ups issued which may involve delivery to a location subject to a CLCA. The Procurement Strategy for Aboriginal business is not applicable, as the services will not be delivered to or for an Aboriginal population.

3. Key Terms

Key technical terms relating to the requirement of this Request for Standing Offers can be found in the SOR at Annex A.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred fifty (150) days

1.1 List of Proposed Subcontractors

For the purposes of the terms and conditions of a resulting NMSO, any Canadian Authorized Distributor named by the Offeror will be considered as a subcontractor.

2. Submission of Offers

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.1 Offer Submission Periods

This RFSO will remain posted using Canada's Government Electronic Tendering System (GETS), MERX™, and on PWGSC 's Buy and Sell Website, www.buyandsell.gc.ca, for a period of two (2) years from date of issue of the resulting National Master Standing Offers (NMSOs), with up to a possible five (5) extension periods of one (1) year each. Offers will be accepted on an annual basis during the refresh period listed below. The offer submission periods for the first two years are as follows:

Period 1: July 2013 to August 2013.

Period 2: July 2014 to August 2014.

Extension Periods: To be determined (TBD).

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

5. Estimated Utilization

The estimated total business volume for commercial satellite imagery by the Government of Canada is 3000 images in the first full year and increasing by approximately 10-20% per year thereafter. All quantities specified herein are only estimates of requirements given in good faith, based on the NMSOs currently under operation.

5.1 The volumes for New Acquisitions (Table 1) and Catalogue Orders (Table 2), distributed over a number of delivery priorities and product categories, are as follows:

Table 1
Estimated Distribution of New Acquisition Products
by Delivery Priority and Product Category

	<u><i>New Acquisitions</i></u>				
	Priority				
Product Category	Background-D	Standard-D	Operational-D	Rush-D	Total
Basic (no additional Products)	100	200	300	150	750
Other Products from Offeror's Commercial Price List	150	200	50	100	500
Ortho-rectified	150	550	300	150	1150
Total	400	950	650	400	2400

Table 2
Estimated Distribution of Catalogue Order Products
by Delivery Priority and Product Category

	<u>Catalogue Orders</u>				
	Priority				
Product Category	Background-D	Standard-D	Operational-D	Rush-D	Total
Basic (no additional Products)	30	50	50	40	170
Other Products from Offeror's Commercial Price List.	50	60	10	20	140
Ortho-rectified	50	150	50	40	290
Total	130	260	110	100	600

Definitions for the specified Product categories, and ordering and delivery priorities are provided in SOR Article 4, Product Categories and Article 7.8, Order Priorities of this RFSO, respectfully.

- 5.2 Table 3 below gives the estimated percentage business volume for four (4) broad Satellite-Sensor resolution classes.

Table 3
Estimated Distribution of Orders by Resolution Class

Resolution Class	Best Resolution	Expected Distribution
	(m)	(%)
Very High	≤ 1	35
High	≤ 10	45
Medium	≤ 50	15
Moderate or coarse	> 50	5

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer: 5 hard copies, and 1 soft copy on CD or DVD in either MSWord®, version 2003 or higher (no encryption, no password), or WordPerfect® version 12 (no encryption, no password).
- Section II: Financial Offer: 2 hard copies, and 1 soft copy on CD or DVD in either MSWord®, version 2003 or higher (no encryption, no password), MExcel® compatible (no encryption, no password), or WordPerfect® version 12 (no encryption, no password).
- 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 offer only. No prices must be indicated in any other section of the offer.

For Offerors offering Products from multiple Satellite-Sensors, Canada requests that the Offeror prepare separately bound Technical and Financial offers for each Satellite-Sensor. Only one copy of the Certifications from an Offeror is required.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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 \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, offerors should:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and 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 Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements set out in Annex A, Statement of Requirement, and how they will carry out the Work.

In their technical offer, offerors should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Offerors

should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

In addition to the requested information identified in Part 4, 1.1, Technical Evaluation, Offerors should submit the information described in Attachment 1 to Part 3, Satellite Product and Service Preparation Instructions.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the following:

- (a) Offerors must submit their financial offer in accordance with the Financial Offer Preparation Instructions at Attachment 2 to Part 3.
- (b) For Canadian-based Offerors, prices must be in Canadian funds, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.

For foreign-based Offerors, prices must be in Canadian funds, Canadian customs duties and excise taxes and GST or HST excluded.

For the purpose of the RFSO, Offerors with an address in Canada are considered Canadian-based offerors and offerors with an address outside of Canada are considered foreign-based offerors.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3
SATELLITE PRODUCT AND SERVICE PREPARATION INSTRUCTIONS**

In addition to the requested information identified in Part 4, Article 1.1, Technical Evaluation, the information below should be submitted with the Technical Offer by solicitation closure to be considered for evaluation purposes as this information would support the items that are subject to the evaluation criteria against which the offer will be evaluated.

The Offeror must provide the information in Attachment 1 to Part 3 to be issued a standing offer. If the information is not submitted with the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the Offer non-responsive.

The information the Offeror provides to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the offeror's compliance with the requirements below before issuance of a standing offer. The offer will be declared non-responsive if any information submitted by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the requirements below or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Metadata

In accordance with Table 3, Metadata Required for Product Delivery, and Table 4, Metadata Desirable for Product Delivery, in Article 5 of the Statement of Requirement, in Annex A of this RFSO, the Offeror must provide information about metadata for each Sensor. If the metadata information is provided in the Product documentation as part of the offer, the Offeror may use the following tables for cross-references to the locations of this information.

Table 4. Metadata Required for Product Delivery

Metadata Property (Dynamic and Static) Required	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
Satellite and sensor name	<i>Example: Product Specification of Bugspace</i>	<i>Example: Page 14, §4.3, line 10</i>
Sensor Mode This will include all configurable elements of the sensor including look-direction, beam mode, incidence angle, polarization, etc.		
Acquisition Time (UTC)		
Image Corner Coordinates including upper left, lower left, upper right, lower right.		
Spatial resolution / Pixel spacing		

Metadata Property (Dynamic and Static) Required	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
Processing information This will include processing level, processing date, processor name and version and other processing relevant information		
Projection information This will include map projection, zone, ellipsoid, datum, resampling kernel used...		
Data Format of the product and Specification		
Browse Image (Thumbnail) normally provided with the Product. This would be a reduced resolution Product normally associated with catalogue browse functions and supplied with the delivery package.		
Text of the License will appear in its entirety as one of the metadata fields for the Product or as a separate file provided with the Product and zipped together with other files associated with the Product. See Article 12.		
License Class. The License Class will appear as one of the metadata fields for the Product or as a separate file containing details of the order provided with the Product and zipped together with other files associated with the Product. See Article 12.		
Ortho product generation – DEM used: DEM specification to be provided on request for each DEM used by the Offeror.		
Ordering information This will include Standing Offer number, Call-Up number, supplier order number, client order number, product id, client email.		
Sensor channel spectral range		
Image radiometric calibration		
Image geometric calibration		

Metadata Property (Dynamic and Static) Required	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
Mosaic generation: mosaic product (process to merge adjacent imageries into a single, seamless product) must provide all mandatory metadata for all individual imagery part of the mosaic, as well as a shapefile providing the cutlines (boundary of each image) as well as link to refer to the imagery and/or metadata		
Stereo-pairs: difference in geometry between the pairs		

Table 5. Metadata Desirable for Product Delivery

Metadata Property (Dynamic and Static) Desirable	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
Image noise floor across swath	<i>Example: Product Specification of Bugspace</i>	<i>Example: Page 14, §4.3, line 10</i>
Platform Position earth-centred cartesian (X,Y,Z)		
Platform Velocity earth-centred cartesian (V _x ,V _y ,V _z)		
Platform Attitude (roll, pitch, heading)		
Sensor Geometric Calibration (e.g. Focal length, IFOV, IRF,)		
Relevant time offset between data streams and metadata streams		
Sensor or Platform Position offset		
Sensor or Platform Attitude Offset		
Image phase calibration ¹		
Processing History		
Target Conditions. Local weather, cloud cover, haze, smoke - Any information on local conditions, which are routinely included with the Products, as applicable to the sensor.		

2. Image Quality Specification

In accordance with Article 6, Image Quality Specifications of the Statement of Requirement, Annex A of this RFSO, the Offeror must provide an image quality specification for each Sensor, including:

- a) A description of the Product's geometric processing methods and the associated accuracy estimates;

¹ This is part of calibration for SAR sensors.

- b) A description of the Product’s radiometric calibration methods and the associated accuracy estimates

For those satellites that have not yet been launched or declared operational, for which a quality specification exists but has not been confirmed, the design quality specification should be supplied and confirmation is to be provided when the satellite is declared operational.

3. Provision of Services Required or Desirable for the NMSO Call-ups

In accordance with Annex A, Statement of Requirement, for each sensor, the Offeror should provide information covering the following:

- a) A description of how the Offeror is to fulfil its responsibilities in accordance with section 7.1 under Article 7 “Ordering and Delivery Services” in the SOR;
- b) A description of how the Offeror is to provide the services that are described in sections 7.2 to 7.9 under Article 7 “Ordering and Delivery Services” in the SOR, including the Offeror’s delivery and tasking priority categories equivalent to Canada’s suggested ones;
- c) A description of how the Offeror is to fulfil its responsibilities in accordance with Article 8 “Time Constraints”, and in Article 9 “Product Delivery” in the SOR; and
- d) The provision of the service for upgrading the end user License Class of a Product by the same or different Identified User (Article 12 of the SOR; Table A of Appendix A to SOR).

The Offeror may use a table as illustrated below to present the above information.

Offered Additional Services from the SOR			
SOR Article	SOR Topic	Service Offered	Service Not Offered
7.3.1	Interactive Catalogue and Archive Queries		
7.3.2	Automated Catalogue and Archive Queries		

ATTACHMENT 2 TO PART 3 FINANCIAL OFFER PREPARATION INSTRUCTIONS

Offerors must submit their financial offer in accordance with the following instructions.

In order to accommodate varying pricing practices used in the industry, Offerors have the option of applying several different elements, including discounts, and surcharges. It is understood not all pricing elements may be applicable to a specific Satellite-Sensor. Offerors are to blend into their pricing all other costs not pre-defined in the instructions.

It is recommended that the Offeror follow the steps below to complete their financial offer:

- a) Select the appropriate pricing schedules to be completed (See item 1 below.)
- b) It is recommended that the Offeror review the instructions described in items 2 to 10 below in their entirety to understand the various pricing structures and options before completing the pricing sheets.
- c) Complete the included schedule for all mandatory Products together with any applicable surcharges and discounts. Pricing for all specified modes of the satellite-sensor must be included.
- d) Complete additional sheets for any optional offered Products or Product levels, or additional sensor modes not specified in the mandatory Products. Additional worksheets may be added to the package as required.

The Example file of pricing schedules will be provided at a later date. References to the example are included in the instructions below.

Note 1: Prices must be provided for the first two (2) years. Failure to provide prices for the first two (2) years will result in non-compliance and the offer will be given no further consideration.

Note 2: Prices must be provided for imagery from both new collect scenes and catalogue orders. The Offeror may provide separate pricing for catalogue orders of different ages, but is not required to do so.

Example: In the example file, the Offeror has chosen to provide separate pricing for catalogue orders of "0 to 6 months" and "older than 6 months".

1. Pricing Schedules for Each Satellite-Sensor

Pricing for each Product offered may be provided on a fixed (by Scene) or flexible (by Area) basis or a combination of both. Each Satellite-Sensor should have a pricing file with seven separate tabs including schedules for Surcharges and Discounts and for each Product and pricing basis:

- Surcharges and Discounts
- Basic (Scene)
- Basic (Area)
- ORTHO (Scene)
- ORTHO (Area)
- Optional Products (Scene)
- Optional Products (Area)

Explanations of each Product type are provided under items 2 and 3 below. Explanations of each pricing basis are provided under items 4, 4.1 and 4.2 below. A separate pricing schedule for discounts and surcharges is also included and explained in items 6.1 and 6.2 below.

The pricing schedule for each Product includes separate entries for each mode of interest. Other optional sensor modes may be offered but are not required. Separate entry lines are included for other optional modes offered. Additional lines may be inserted if required.

2. Pricing for Required Products

The Offeror must include both a Basic and an Ortho-rectified (ORTHO) Product in its offer. The required technical information and specifications for each Product are to be provided in the technical offer. Refer to SOR Article 4 for definitions of each Product.

The Offeror must also complete a separate pricing schedule for an ORTHO Product, and for a Basic Product. Failure to complete these schedules, including pricing for all modes of interest for years 1 and 2, will result in non-compliance and the Offer will be given no further consideration.

Example: In the example file, the Offeror has completed separate pricing schedules for Basic and ORTHO Products, with a combination of “Scene” and “Area” area pricing for different sensor modes. **Offerors are not required to provide pricing on both a “Scene” and “Area” basis. Only one pricing basis is mandatory for each Product.**

3. Pricing for Optional Products

Offerors are encouraged to provide additional pricing for other optional Products or satellite modes from their Commercial Product Lists for consideration by the Offer Evaluation Committee. Optional products of particular interest to Canada are described in Annex A, Article 5. Separate pricing schedules for optional Products are also provided for both “Scene” and “Area” pricing basis. If more than one optional Product is offered, a separate pricing schedule is to be completed for each Product.

All optional Products will be subject to review and acceptance by the Offer Evaluation Committee and the Standing Offer Authority.

Example: In the example file, the Offeror has completed pricing schedules for one optional Product (Geo-coded with Atmospheric Corrections), with a combination of “Scene” and “Area” area pricing for different sensor modes.

4. Pricing Basis

Pricing schedules for each Product may be provided on a fixed (Scene) or flexible (Area) basis, described below. The Offeror must choose a pricing basis for each of the preferred modes of interest of the sensor. Some sensors will only have one preferred mode. The Offeror may provide pricing on only one of these bases **for a particular Product and mode**; however, a combination of both methods may be used for a variety of Products and modes if desired.

Prices must be provided for imagery from both new collect scenes and catalogue orders.

Example: In the example file, the Offeror has chosen to provide pricing for all of its Products on a per Scene basis for two of the sensor modes, and on a per Area basis for one sensor mode.

4.1 Fixed (Scene) Pricing

Where fixed pricing is to be used, the Offeror is to provide pricing on a pre-defined area (Scene) basis. The Offeror may provide separate pricing for fractional scene sizes (e.g. $\frac{1}{2}$, $\frac{1}{4}$) if applicable, but is not required to do so. The Offeror must identify the dimensions (km x km) of a full scene size as well as the dimensions of any fractional sizes offered, as appropriate.

Example: In the example file, the Offeror has chosen to provide separate pricing for a full scene (60 km x 60 km), 1/2 scene (30 km x 60 km), 1/4 scene (30 km x 30 km) and 1/8 scene (15 km x 30 km).

4.2 Flexible (Area) Pricing

Where flexible pricing is to be used, the Offeror is to provide pricing on a per square km area basis. The Offeror may provide separate pricing for multiple size ranges (e.g 100-500 km², 501-5000 km², etc.) if applicable, but is not required to do so. The Offeror must complete the minimum and maximum area sizes for each range offered.

Example: In the example file, the Offeror has chosen to provide separate pricing for four different square km ranges: Mini (100 km² to 500 km²), Standard (501 km² to 5000 km²), Large (5001 km² to 100000 km²), and Grand (>100000 km²).

5. Separate Pricing by Location

Offerors may choose to offer one set of pricing for all areas of the world, or provide separate pricing according to the Location of Interest (LOI) of the imagery. If different prices are to be offered for different locations, separate pricing schedules must be completed for each LOI, **and all areas of the world must be included**. Each pricing schedule contains a LOI field to be completed by the Offeror.

Example: In the example file, the Location of Interest has been entered as “Canada”.

6. Optional Surcharges and Discounts

A separate schedule is provided for Surcharges and Discounts where applicable and these are discussed in items 6.1 and 6.2 below.

6.1 Optional Discounts

The Offeror has the option to include two different types of discounts described below, but is not required to do so. Discounts are applied to the Products after all surcharges have been added.

“**Large Volume per Order**” discounts, if applicable, are applied on a percentage basis, based on the number of Products in an individual call-up order. Offerors are encouraged to provide different discounts for different order sizes.

Example: In the example file, the Offeror has chosen to provide three breakpoints at which per order discounts are applied (5 Products, 20 Products and 50 Products). For orders of 1 to 4 Products no discount is offered. For orders of 5 to 19 Products a 10% discount is offered. For orders of 20 to 50 Products a 20% discount is offered. For orders of 50 Products or more a 25% discount is offered.

“**Repeat Coverage**” discounts, if applicable, are applied on a percentage basis, based on the number of Products of the same location and configuration ordered in an individual call-up. Offerors may provide different discounts for different levels of repeat coverage. Refer to Note 1 above.

Example: In the example file, the Offeror has chosen to provide two breakpoints at which repeat coverage discounts are applied (5 Products and 10 Products). For orders of

1 to 4 Products no discount is offered. For orders of 5 to 9 Products a 10% discount is offered. For orders of 10 Products or more a 20% discount is offered.

6.2 Optional Surcharges

The Offeror has the option to include surcharges for the items identified below , but is not required to do so.. All surcharges are to be applied to the base prices per scene. Any surcharges not listed below must be blended into the base prices. Each of the following items is described in Annex A, Statement of Requirement.

Cloud Cover Surcharges, if applicable, are to be applied on a fixed cost basis, based on the percentage of cloud cover allowed. Offerors may apply different surcharges for less than or equal to 10% Cloud Cover and less than or equal to 20% Cloud Cover. Cloud Cover surcharges apply to new collect orders only, and are not applicable to SAR sensors.

License Class Surcharges, if applicable, are to be applied on a percentage basis for each of the 11 optional License Classes defined in the SOR Article 12.

Delivery Media Surcharges, if applicable, are to be applied on a fixed cost basis. . The Offeror may apply delivery surcharges when an order requires a delivery method by DVD or a mass storage device, under the circumstances described in the SOR Article 9.2. As per the aforementioned Article, when this is the case, two copies of the product(s) must be delivered, one to the Designated Government Archive Centre and the other to the Technical Authority.

Tasking Priority Surcharges, if applicable, are to be applied to new collect orders only on a fixed cost basis. Provision is made for five 'nominal' Tasking Priorities: Background_T, Standard_T, Operational_T, Rush_T, and Emergency_T, as outlined in SOR, Article 7.8. Offerors may provide their own designations that match each tasking priority category. A **Non-refundable Tasking Fee** surcharge may also be applied only when the satellite has been tasked, but no data meeting a cloud cover requirement could be acquired.

Delivery Priority Surcharges, if applicable, are to be applied to new collect orders only on a fixed cost basis. Provision is made for four 'nominal' Delivery Priorities: Background_D, Standard_D, Operational_D, and Rush_D, as outlined in SOR Article 7.8. Offerors may provide their own designations that match each delivery priority category.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Part 4, Evaluation Procedures and Basis of Selection is not included in the draft RFSO, however it will be provided before Industry Day through an amendment to the LOI.

PART5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation, or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

Offerors must submit the certifications as provided below:

2.1 Additional Certifications Precedent to Issuance of Standing Offer

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

The certifications listed as Articles 2.1.1, 2.1.2, 2.1.3 and 2.1.4 are only applicable to Offerors with an address in Canada.

2.1.1 Federal Contractors Program – over \$25,000.00 and below \$200,000.00

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror 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 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;
- d. () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

2.1.2 Federal Contractors Program - \$200,000 or more

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 the issuance of a standing offer. If the Offeror, or, if the Offeror 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 issuance of a standing offer.

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 Offeror 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 Offeror 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 Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror 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 (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror 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.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror 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 an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

2.1.4 Price Certification – Canadian Suppliers

The Offeror certifies that the price proposed

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

2.1.5 Price Certification – Foreign Suppliers

The Offeror certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Offeror's most favoured customer, for the like quality and quantity of the goods, services or both.

2.1.6 Language Capability

The Offeror certifies that it has the language capability required to perform the Work, namely at least one of Canada's Official languages: French or English, as indicated in Annex A, Statement of Requirement, Article 7.2, Customer Support.

2.2 Additional Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

2.2.1 Ownership and Licensing Capacity Certification

By submitting an offer, the Offeror certifies that it is the Satellite Operating Agency (SOA) and owner of the satellite imagery offered to Canada pursuant to this Standing Offer and that it has all the rights necessary to license Canada, on a royalty-free basis, to use this satellite imagery.

2.2.2 License Certification

By submitting an offer, the Offeror certifies that it will provide, at minimum, the License Class Base/Class 0 and that it agrees to accept the terms of the End User License Agreement (EULA), as described in Appendix B of the Statement of Requirement in Annex A of this RFSO, with exception of the following two (2) terms:

(a) License Classes

License Classes 1 to 11, described in Table A, License Class Designations, in EULA Article B7.0, Appendix B of the Statement of Requirement in Annex A of this RFSO, are optional. However, should the Offeror choose to offer more than Base/Class 0, the classifications described in the EULA must be used.

(b) Export Controls

Some offers may require other terms or conditions for domestic law reasons and where these are acceptable to the Standing Offer Authority, accommodations in this section may

be included. Refer to Article B10.0 of the EULA, Appendix B of the Statement of Requirement in Annex A of this RFSO.

PART 6 – INFORMATION REQUIRED PRECEDENT TO ISSUANCE OF A STANDING OFFER

The information described below should be submitted with the offer but may be submitted afterwards. If any of the required information is not submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

File Structure Specifications and Communication Interfaces

1. Commercial Product and Price Lists

The Offeror will provide, in clearly legible paper form, a copy of its current Commercial Product List and its associated price list for each Satellite-Sensor for which it is submitting an offer.

An Offeror submitting an offer for satellite(s) that have not yet been launched or declared operational, will provide, in clearly legible paper form, a copy of its anticipated Commercial Product List and its associated anticipated price list for each listed Satellite-Sensor for which it is submitting an offer.

2. File Ingest and Information Extraction

Offerors must provide the Commercial Product Specification(s) (or equivalent document name) for Products offered from its Commercial Product List, including ‘Product file and structure description’ and ‘reading information’ in the detail below.

Generally the Product Specification document provided is expected to give sufficient information to ingest Products and extract information necessary to use them. To assure that the basic needs are covered either in the Product Specification or through other referenced documentation, the Offeror should provide cross references to where the following can be located and can be supplied, as required.

Table 6. Additional information for product specifications

Ingest and Information Extraction Element	Option	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
<i>Example information</i>		<i>Product Specification of Bugspace</i>	<i>Page 46, §5.3, line 13</i>
Details or directions to details on imagery file ingest in sufficient detail to allow a professional programmer to read the volume and transform its contents into a sensible image. (Pointers to file, record, line and pixels; data word, byte; and bit format and interpretation.)	Required		

Ingest and Information Extraction Element	Option	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
Programming aids such as formal data structures or coding examples.	Desirable		
Conversion of the pixel values into physical engineering units for radiometry (and phase for radar as appropriate for complex data Products) to the tolerance specification of the Product: radar backscatter coefficient, reflectivity, and brightness temperature as appropriate with supporting algorithms.	Desirable		
Supporting examples for the above.	Desirable		
A formulation for the conversion of pixel indices (line and pixel) to geo-locations is given from the information provided to the tolerance specification of the Product. There are supporting algorithms to show how this is done.	Required		
Supporting examples are provided.	Desirable		
Sufficient information is provided to locate, decode, and interpret associated required metadata with the Product.	Required		

3. Communication Interfaces

The Offeror will provide details on communication interfaces for order handling, reporting, catalogue access, and other interactions as per Article 7 of the Statement of Requirement in Annex A of this RFSO, but not required in Attachment 1 to Part 3, Satellite Product and Service Preparation Instructions.

4. Product Delivery

The Offeror is required to provide details about their product delivery package, methods and data formats, naming and numbering conventions, as per SOR Article 9.

5 License Classes and License Upgrade for Product

In accordance with Article 12 of the Statement of Requirement in Annex A of this RFSO, describe the License Classes offered as well as license upgrade for products.

6. Ordering Detail Portion of the Call-up Form

Information related to the Ordering detail (**based on PWGSC's form, PWGSC-TPSGC 942, *Call-up Against a Standing Offer***) is required.

6.1 Call-up Ordering Field Details

An annex to the call-up will likely contain a number of fields, which will be common to all Satellite-Sensors. Another annex will likely contain ordering details specific to each Satellite-Sensor that the selected Offeror would provide prior to issuance of a Standing Offer. Selected Offerors are asked to provide these ordering details in an electronic version that can be linked to the call-up as an annex. The Table below provides some information on suggested fields and format, which might be included but is not to be considered exhaustive or complete. Offerors are to propose a template, which is satisfactory to Canada to fulfill the need of fully detailing their order specifications.

Ordering Detail	
Template Fields for Call-Up Annex	
Template Parameter	Description
Sensor Configuration	Sufficient information should be solicited from the Identified User to completely specify the sensor configuration for imagery from a new acquisition or Offeror's Archive. It is anticipated that this may take many lines to specify. Include look direction options as appropriate.
Product Selection	This should be in the form of a drop down list based on specific Product list through the process described in Article 6 of the Statement of Requirement in Annex A of this RFSO and which are accepted by the Technical Authority.
Product Parameters	Any configurable parameters associated with the Product selection would be provided here. A drop down list may be appropriate.
Delivery Method	This is to be in the form of a drop down list, as discussed in Article 11.2 of the Statement of Requirement in Annex A of this RFSO.
Archive Product Catalogue Index	Refer to Article 9.2 of the Statement of Requirement in Annex A of this RFSO.
<u>New Acquisitions</u>	
Acquisition Date (optional)	YYYY_MM_DD (UTC)
Acquisition Time (optional)	HH_MM_SS (UTC)
Julian Day	YYYY_JJJ
Requested Area	
Requested Area bounding box Lat/Long (optional). A polygon defining the area. When only two points are given the area is to be assumed rectangular and the upper left and lower right corners are specified.	Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) ... Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) Lat/Long (dd_mm ss N/S, ddd_mm ss E/W)
Requested Area. Scene centre and radial extent (km) (optional)	Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) ____ km

Ordering Detail	
Template Fields for Call-Up Annex	
Template Parameter	Description
radial extent (km) (optional)	
Maximum Cloud Content	<p>This will be in the form of a drop down list for optical sensors. (Refer to Article 8.3 of the Statement of Requirement in Annex A of this RFSO)</p> <p style="text-align: center;">N/A <10% <20%</p>
Tasking Priority	This should be in the form of a drop down list. This is the set of priority levels supported and described in Article 9.6.2 of the Statement of Requirement in Annex A of this RFSO.
Delivery/Processing Priority	This should be in the form of a drop down list. This is the set of priority levels supported and described in Article 9.6.1 of the Statement of Requirement in Annex A of this RFSO.
Product License Class	This should be in the form of a drop down list dependent on the Classes supported by the Offeror.
Public Distribution/Catalogue Holdback	Provide a drop down menu option with Yes/No and for Yes answer several time periods to choose from: 30, 60, 90 days. See Article 9.2.3 of the Statement of Requirement in Annex A.
Sensor Mode	Dependent on the Satellite-Sensor. A drop down list is preferred. Examples might be: 1 m pan, 5 ms MS, ScanSAR, Spotlight, Stereo.
Sensor Configuration	Any mode specific configurations which are appropriate to the Satellite-Sensor. Here user defined specific configurations of the mode are to be provided. Examples might be: polarization, incidence angle, looks direction. A drop down list may be appropriate here.
Additional Information	This might, for example, indicate priority of image, process, and modification of sensor configuration. It could also include information on special requirements such as stereo imaging.

PART 7- STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Requirement at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases.

The Offeror must provide this data in accordance with the Utilization Report Template at Annex "E" and the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted electronically in excel format on a quarterly basis to the Standing Offer Authority no later than 20 calendar days after the end of the reporting period.

The quarterly reporting 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;

4th quarter: January 1 to March 31.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for two (2) years after date of issuance.

3.2 Annual Refresh

The RFSO will remain posted using Canada's Government Electronic Tendering System (GETS), MERX™, and on PWGSC's Buy and Sell Website, www.buyandsell.gc.ca, for a period of two (2) years from date of issue of the resulting National Master Standing Offers (NMSOs), with up to a possible five (5) extension periods of one (1) year each. On an annual basis during the refresh

periods listed below, offers will be accepted for updates to pricing and products of existing NMSOs, and for new satellite-sensors, either for inclusion in an existing or for issuance of an additional NMSO. The offer submission periods are as follows:

Period 1: July 2013 to August 2013.

Period 2: July 2014 to August 2014.

Extension Periods: To be determined (TBD).

An offer must be submitted by the closing date and meet the requirements indicated in the Notice to be considered either for revision to the Offeror's existing Standing Offer, or for issuance of an additional Standing Offer. Offers will be subject to evaluation and verification before a revision to the Standing Offer or new Standing Offer will be issued. If an offer is not received by the closing date or does not meet the requirements indicated in the Notice, the Standing Offer will remain at the rates or prices currently specified in the Basis of Payment at Annex B.

3.3 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for five (5) additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices specified in the offer submitted at the Annual Refresh.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Lena Bootsma
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
Place du Portage, Phase III
Floor 11C1
Gatineau, Quebec K1A 0S5

Telephone: 819-956-1751
Facsimile: 819-997-2229
E-mail address: lena.bootsma@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

(To be inserted at time of issuance of the Standing Offer)

4.3.1 Offeror's Canadian Authorized Distributor(s)

(To be inserted at time of issuance of the Standing Offer)

The Canadian Distributor(s) listed above have been authorized to act on behalf of the Offeror for the purposes of:

- (a) receiving and fulfilling orders (call-up) under the Standing Offer;
- (b) issuing invoices and processing payments under any contract resulting from a call-up against the Standing Offer.

Receipt by the Canadian Authorized Distributor(s) (hereafter referred to as Distributor(s)) of work orders (call-up) or payments under any contract resulting from a call-up against the Standing Offer will be deemed to be receipt by the Offeror under the Standing Offer or the Contractor under the contract.

The Offeror must ensure that the Distributor(s) is bound by conditions compatible with and, in the opinion of the Standing Offer Authority, not less favourable to Canada than the conditions of the Standing Offer.

The Offeror remains responsible for the Standing Offer and the performance of any contract resulting from a call-up against the Standing Offer and Canada is not responsible to the Distributor(s). The Offeror is responsible for any matters or things done or provided by the Distributor(s) under the Standing Offer or any contract resulting from a call-up against the Standing Offer and for paying the Distributor(s) for any part of the Work it performs under any such contract.

If, during the period of the Standing Offer, there is a change in the Distributor's facilities, the Offeror must inform the Standing Offer Authority immediately in writing.

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6. Call-up Procedures

The process for making call-ups against the Standing Offer is as follows:

- 6.1. The Technical Authority will specify the technical requirement(s) of the commercial satellite imagery needed.
- 6.2. The Technical Authority will search the Designated Government Catalogue to determine if the required data Product is available from the Designated Government Archive (DGA), and, if so, will obtain the product from the DGA. A request to be granted access to the Designated Government Catalogue and Archive system (NEODF) can be made to neodf-account@nrcan.gc.ca. The Technical Authority and/or the Identified User must have an

active account to retrieve the Delivered Package(s). If the data Product is contained in the DGA with a License Class that does not cover the required use, the Technical Authority will contact the applicable Offeror to purchase an upgrade to the License, following the process steps 6.4, 6.5 and 6.7.

The contact information to access the Designated Government Catalogue and Archive is:

Attn: Robert Landry
Natural Resource Canada
588 Booth Street
Ottawa, Ontario
CANADA K1A 0Y7
Account request: neodf-account@nrcan.gc.ca
General inquiry: neodf@nrcan.gc.ca

- 6.3 If the required product is not available from the DGA, the Technical Authority will determine which Offeror(s) are capable of meeting the technical specifications of the requirement. In the event that only one Offeror is able to meet the technical specifications of the call-up requirement, the Technical Authority must include a justification for the selected offeror on the procurement file:
- 6.4 The Technical Authority will estimate the total call-up price for the sole or for each of the multiple Offerors based upon the Basis of Payment of the applicable Standing Offer for the specified technical requirement. In the case where more than one Offeror is capable and able of meeting the technical call-up requirement, the Technical Authority will then rank those Offerors, starting with the lowest total call-up price.
- 6.5 Prior to issuing a call-up, the Identified User will contact the Offeror to confirm:
- a) the Offeror is able to complete the call-up requirement;
 - b) to validate the total call-up price, and
 - c) a validation period whereby the Offeror will confirm its willingness to meet the requirement.
- 6.6 Identified Users will be required to issue a call-up to the Offeror based on best value ranking for services, on a right of first refusal basis. In the event that an order cannot be met by the Offeror with the best value ranking, the Identified User may issue its call-up to the next Offeror that is able to meet the entire requirement contained in a call-up.

6.7. Issuance of Call-up to Selected Offeror

Once the Offeror has been selected, the Identified User will issue the call-up in accordance with Article 7, Call-up Instrument to the Offeror and will also specify the Technical Authority. The Contract is in effect once the call-up has been issued.

(a) Electronic Order for Pressing Emergency

Under rare circumstances of **Pressing Emergency** (defined in Annex A, Article 3, Definitions, item aa), an order may be placed by telephone, website, facsimile, e-mail or Offeror's customized order forms as long as a "confirmation of order" call-up is submitted to the Offeror no later than 14 calendar days following the submission of the original order.

(b) No Work to be Performed without a Transmitted Call-up

The Offeror must not undertake any of the specified work unless and until the Identified User issues a Call-up. See 6.7 (a) for exception.

(c) Call-up Form, not Offeror Order Form, to be Used

The Offeror will not accept one of its own customized order forms in place of the call-up form specified in Article 7, Call-up Instrument. See 6.7 (a) for exception.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or form PWGSC-TPSGC 944, Call-up Against Multiple Standing Offers, available at the following internet address: <https://buyandsell.gc.ca/procurement-resources#60>.

The call-up will also include the customized order form of the Offeror or, if applicable, of the Distributor, detailing ordering information available at the internet address found at Article 4, Authorities.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

For call-ups exceeding \$200,000.00, the Identified User must contact the Standing Offer Authority with the following documentation:

- a) a copy of the call-up;
- b) a statement of how the Offeror was chosen in accordance with the Call-up Procedures;
- c) the written confirmation of pricing and capability obtained from the Offeror as per the Call-up Procedures of Article 6.

9. Product Delivery

Any Product procured under a call-up for the NMSO must be delivered as per Annex A, Statement of Requirement, Article 9. Product Delivery.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2012-11-19) General Conditions – Higher Complexity - Services;
- e) Annex A, Statement of Requirement ;
- f) Annex B, Basis of Payment;
- g) Annex C, Satellite and Product Service Information;
- h) Annex D, File Structure Specifications and Communication Interfaces;
- i) Annex E, Utilization Report Template;
- j) the Offeror's offer dated _____

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.
(to be inserted at time of issuance of the Standing Offer)

13. Satellite-Sensors Not Yet Commissioned

In the case of a Satellite-Sensor not fully commissioned at the time of issuance of the Standing Offer, the Offeror will inform the Standing Offer Authority as soon as its service becomes available.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

Firm Price Call-up

In consideration of the Contractor satisfactorily completing all of its obligations under the approved contract, the Contractor will be paid the firm price stipulated in the call-up determined in accordance with the Basis of Payment at Annex B. Customs duties included and Goods and Services Tax or Harmonized Sales Tax are 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.

4.2 Method of Payment

Depending on the method of payment specified in the applicable call-up, one of the following method of payment clauses will apply.

4.2.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract (call-up)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.

4.2.2 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the call-up and the payment provisions of the Contract (call-up) if:

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

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all the 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: The original and one (1) copy must be forwarded to the Identified User listed within the Contract (call-up) for certification and payment.

6. 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.

ANNEX "A"

STATEMENT OF REQUIREMENT

1 Background

Under the leadership of the Canada Centre for Remote Sensing (CCRS) of Natural Resources Canada (NRCan), the Departments, Agencies, and Crown Corporations of the Government of Canada (GoC) have established that there is a need to consolidate and facilitate as much of the purchasing¹ of commercial ("off the shelf") satellite imagery data products as possible within the federal government using the NMSO procurement mechanism. Central to such an arrangement would be potential price discounts from large volume purchasing and government-wide sharing of data through a licensing structure making repeat orders for the same Product unnecessary. At the end of 2009 to the beginning of 2010, the NMSOs from the first round for the procurement of commercial satellite imagery were issued as a result of a collaborative effort between CCRS, the Department of National Defense (DND) and Public Works and Government Services Canada (PWGSC). Negotiated in good faith by Canada and vendors and featured with a set of 12 license classes which broadly define the data sharing principles, the NMSOs represent the first response to a growing need of the GoC for an efficient procurement vehicle, competitive pricing and common licensing allowing data sharing across the federal government and with its partners.

Key definitions and a list of acronyms are provided respectively at Article 3 and in Appendix A, List of Acronyms, to this Statement of Requirement (SOR).

Appendix B, End User License Agreement, to the SOR contains the common license template to be used for all Satellite-Sensors. Appendix B to the SOR contains the common license template to be used for all Satellite-Sensors.

2 Objective and Structure of the Document

The objective of this requirement is for the Government of Canada to acquire on an "as and when requested" basis commercial satellite imagery, associated metadata and associated ancillary information for Satellite-Sensors in one of several Modes and Product Categories and according to one of several Delivery Priority categories, Tasking Priority categories, and License Classes. The objective is to obtain satellite imagery Products from commercially available Product lists involving no customization by the Offeror.

Both historical data from satellite operator archives and new acquisitions may be ordered under the NMSO. All data ordered under the auspices of the NMSO will be delivered to the Designated Government Archive Centre either through the internet (FTP) service or through mail for orders that are too large to be delivered as such (detailed in Article 9, Product Delivery). Also the physical media for delivery may take place optionally in a variety of possible forms as described in Article 9.2, Delivery Methods and Data Format.

Each order under a Call-up will include a Product category and sensor mode, one of the Offeror-defined "Delivery Priorities," and, if a new acquisition, one of the Offeror-defined "Tasking Priorities for New Acquisitions," as broadly specified in Articles 7.8, Order Priorities.

In addition, each order may have a different scope for the sharing of data in the license structure described in Article 12, Licenses and detailed in Appendix B, End User License Agreement.

All ordered Products delivered must carry with them the metadata detailed in Article 5, Metadata Requirements. The metadata should contain calibration and a specification of uncertainty values with

¹ Normally satellite imagery data products from commercial vendors are not 'sold' but are licensed for use by the client. The word 'purchase' is used to cover this concept.

traceability for their radiometric, geometric, and phase (in the case of SAR) information where this is commercially available. These aspects are discussed in Article 6, Image Quality Specifications. Service requirements for ordering support and product delivery are specified in the following articles:

- 7, Ordering and Delivery Services;
- 8. Offerors' Time Constraints;
- 9. Product Delivery and,
- 10. Acceptance of Imagery Products.

3 Definitions

For the purpose of the SOR, the following definitions are used:

- a) **Archive** refers to satellite imagery in 'on the ground' permanent inventory for ready retrieval for sale. This is in contrast to temporary storage of satellite imagery onboard the satellite.
- b) **Basic Product** is the first sensible image Product that is normally created by the Satellite Operator as the lowest level of commercial imagery data product. See Table 1.
- c) **Catalogue** refers to the Offeror's list of archived satellite imagery Products including browse images that can be accessed by customers "on-line" through the Internet.
- d) **Commercial Product List** refers to the current list of "off the shelf" Products that are offered by a Satellite Operating Agency (SOA) to customers who wish to purchase archive or new acquisition Products with specifications predefined by the Offeror. Commercial Products are by definition not customized by the Offeror.
- e) **Commercial Satellite Sensor Imagery Data Products** – are products that either are currently, or will be, widely available to the general earth observation remote sensing imagery data product international market for a wide variety of applications. Non-commercial products would include among others those that involve customization or research & development applications.
- f) **Digital Elevation Model (DEM)** refers to data products that represent the elevation of terrains over a specified area. In this document, a DEM may be an Optional Product that can be offered by Offerors; in this case, the DEM must be derived from the satellite data Product(s) offered by the respective Offeror. A DEM may also refer to the data set used by Offerors for geometric corrections of the Products offered by the Offerors; in this case, there is no limitation to the source of the DEM.
- g) **Designated Government Archive** refers to the National Earth Observation Data Framework (NEODF) which is available to all Identified Users with respect to delivery under the NMSOs. The NEODF is planned to be replaced by the Earth Observation Data Management System (EODMS) in 2014. The Designated Government Archive is hosted in the CCRS, Natural Resources Canada (NRCan). The transition from NEODF to EODMS will be made transparent for the Offerors and Identified Users. The transition is expected to improve the image search function by Identified Users, whereas no impact is expected for the Offerors.
- h) **Designated Government Archive Centre** refers to the Designated Government Archive as well as the services associated with the Archive. Located in CCRS, the Designated Government Archive Centre ensures the preservation of all the Products purchased under the NMSOs.
- i) **Designated Government Catalogue** refers to the central catalogue of all data obtained through the NMSO process. This catalogue contains information allowing Identified Users to locate and choose data Products from the Designated Government Archive. The Designated Government Catalogue is coordinated through the Designated Government Archive Centre.
- j) **Designated Government FTP Sites** refer to the FTP Sites that are designated to electronically receive all Product Delivery Packages for the Designated Government Archive. Except for the

order with one or more product packages larger than 5 gigabytes, all the products procured using the NMSOs must be delivered to one of these FTP Sites (see Article 9.3, Delivery Time).

- k) **Designated Government Order Desk(s)** refers to order desk(s) listed by the Identified User as the official ordering centre for the Identified User's business with respect to delivery under the NMSOs. Only the Department of National Defence has a Designated Government Order Desk at this moment; more such Desks may be set up by other Federal Departments when needed.
- l) **Geo-coded Imagery** refers to Products that have been transformed into a regular geographic projection grid with North Up and sampled at constant two-dimensional pixel spacing (approximately equal to the mean resolution of sensor). An earth model is used but not necessarily a full DEM.
- m) **Geo-referenced Imagery** refers to Products that are sampled along the natural azimuth imaging direction of the sensor to a regular grid at a constant pixel spacing (approximately equal to the mean resolution of the sensor) in the line and pixel directions. An earth model at sea level or some reference altitude is normally used. Such imagery is not in any map projection.
- n) **Identified User** means a person or entity identified in the Standing Offer.
- o) **Image bundles (BUNDLES)** include sets of images acquired over the same area either a) under different observational geometry conditions or b) from different sensors to support certain applications such as image sharpening and DEM extraction.
- p) **License Class** is a set of boundaries limiting the Licensee's sharing of Products to a specified group of third party users, as applicable. See Article 12, Licenses, and Appendix B, End User License Agreement.
- q) **Metadata** refers to any data other than the imagery itself, which describes or qualifies the information. It might include: geo-coding information, acquisition time, associated ground truth, sensor configuration, sensor geometry, satellite ephemeris, and other ancillary information which further describes the specific Product. Metadata may be implicitly part of header or Product structure, or may simply be an attached file supplied as part of the Product. Requirements are discussed in Article 5, Metadata Requirements.
- r) **Mode** refers to type or arrangement (also configuration) of the Earth observation sensor or sensors on a satellite.
- s) **NATO Military Partners** includes the 28 member states of NATO as indicated in <http://www.nato.int/structur/countries.htm>.
- t) **NATO Partnership for Peace** includes the 22 signatory countries which are involved with supporting operations in which Canada participates. <http://www.nato.int/pfp/sig-cntr.htm>.
- u) **Offeror** means the person or entity (or in the case of a joint venture, the persons or entities) submitting an offer to provide goods, services or both under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.
- v) **Optional Products** are non-essential Products (See Article 4. Product Categories) offered by the Offeror from its Commercial Product list and accepted by Canada for inclusion in the Standing Offer. Customized products or project work involving a technical proposal and negotiations are outside the scope of the NMSO.
- w) **Order** refers to the requirement for satellite imagery or data through a Call-up to an NMSO by the Identified User. If multiple acquisitions are involved in a Call-up, the sum of all the acquisitions is considered an order. The same concept of Order is applied to discount pricing and surcharges.
- x) **Ortho-rectified Imagery**, also referred to as ORTHO Product, is an imagery Product which has been transformed into a grid with North Up and sampled at constant 2-dimensional pixel spacing (approximately equal to the mean resolution of sensor). A DEM is used to correct for geometric distortions due to terrain height. A variety of map projections may be employed.

- y) **Pressing Emergency** for a Government of Canada Department, Agency, or Crown Corporation means a situation where delay in a particular procurement would be injurious to the public interest and specifically may involve:
 - a. actual or imminent life-threatening situation;
 - b. disaster endangering quality of life or safety of Canadians;
 - c. disaster resulting in loss of life; or
 - d. disaster resulting in significant loss or damage to Crown Property.
- z) **Product** means a satellite imagery data product with data implicitly associated with the scene such as metadata. The term “Product” is restricted to what Offerors disclosed in their offers from their Commercial Product Lists.
- aa) **Product Category** refers to one of several Product designations for which Offerors provide their Products from their Commercial Product Lists. See Article 4, Product Categories.
- bb) **Product Delivery Package** refers to a compressed **Product** package to be delivered to the Designated Government Archive Centre. A Product Delivery Package is composed of 1 product only i.e. one (1) image product from a single acquisition date. In the case of a mosaic product, the Product Delivery Package would require to include image products from more than one (1) acquisition date. Order often requires the delivery of one (1) to many Product Delivery Package(s).
- cc) **Quality Assurance** refers to procedures and reports, which verify that a Product meets the specifications of both the SOA and the Call-up order placed by the Identified User. The notion of uncertainty values associated with reported metadata is considered an essential part of the verification process.
- dd) **Required Products** are Products that must be provided by the Offeror.
- ee) **Satellite Imagery Data Product** is a synonym for Product.
- ff) **Satellite-Sensor(s)** is the combination of a satellite and a particular sensor providing remote sensing data.
- gg) **Satellite Operator Agency (SOA)** is the legal entity responsible for the operation of a satellite system.
- hh) **Standing Offer Authority** is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.
- ii) **Technical Authority** refers to the representative of the Identified User for whom the Work will be carried out pursuant to a Call-up against the Standing Offer and is responsible for all the technical content of the Work under a resulting Contract.
- jj) **Traceability** relates to the genesis or heritage of the Product including what processing, radiometric corrections, geo-corrections, reformatting, and resampling have been applied in creating the Product generated. Certain parameters associated with traceability are normally provided in metadata; other information may be in the form of global documentation. Some aspects are important from a legal perspective and others from a practical point of view such as the ability to reverse or un-do an operation if subsequent calibration data or coefficients become available that are more accurate.

4 Product Categories

Broadly speaking, there are several categories of Products differing by processing level for which Canada has an interest at this time. Despite the fact that Commercial Products are often defined in terms of Levels {0, 1, 2, 3, and so on}, there are no uniformly accepted definitions and Canada has therefore

chosen to state its requirements by defining Products in terms of the Product Categories described in this Article.

The Offeror must provide one or more Product(s) for the Product Categories described in Table 1, Required Product Categories. The Offeror may also provide Products for the Product Categories described in Table 2, Optional Product Categories. Product suggestions are described under each of the Optional Product Categories, but do not restrict the Offeror to what Product(s) they can propose, provided the Product(s) are available in their Commercial Product List.

Table 1. Required Product Categories

	Product Category	Description
1	Basic Product	<p>The Basic Product is the first sensible image Product created by the Satellite Operator.</p> <p>In the case of SAR sensors, it is the single-look complex Product in slant-range projection. Available systematic amplitude and phase corrections (for SAR) may be applied to the data provided that these are fully traceable.</p> <p>In the case of optical sensors, it is the lowest level available commercial Product created from raw downloaded data in a simple raster format.</p> <p>Offerors are to propose the Product, which most closely matches the definition above. For example, it could be a simple geo-rectified/ geo-corrected level 1B Product if this is the lowest available commercial Product.</p> <p>It is required that the Basic Product is provided when ordered with a higher level product.</p>
2	Ortho-rectified (ORTHO) Product	<p>The ORTHO Product is radiometrically corrected and geo-coded imagery in an orthographic projection using available DEM data at appropriate resolution and sampling. In general, as a guideline, the horizontal postings of the DEM should be no greater than 20 x spatial resolution of the imagery; and height errors in DEM should be no greater than 4x resolution of the imagery. For high-resolution sensors, this criterion is difficult to meet. The required Product specified here is to be the most frequently specified (highest business volume) ORTHO Product provided by the Offeror to its clients. It is understood, that other ORTHO Products may also be offered from their Commercial Product List as optional Products.</p> <p>The Offeror must confirm if it will accept user-provided DEMs to generate ORTHO Products.</p> <p>When the Offeror has a standard DEM database such as SRTM this can be specified in the Product specification and offered as a standard choice in the NMSO Call-up. When a user supplied DEM can be incorporated, the format specification will be provided to Offeror and this choice offered in the NMSO Call-up.</p> <p>When the Offeror can provide Products under this Category in a number of projections, all options together with any implicit parameters associated with these optional projections will be included in the choices provided in the NMSO Call-up. In the case of UTM projection, the UTM zone is a parameter; in the case of MTM projection, central meridian and optionally false easting and northing; in the case of LCC, central meridian, two reference latitudes and origin latitude would be associated parameters.</p> <p>Some Offerors may not provide atmospheric corrections as part of their Commercial Price List. In addition, users may require ORTHO Products without atmospheric correction. This service could be provided optionally with a qualification on the Product Category with a check box.</p>

Table 2. Optional Product Categories

	Product Category	Description
1	Stereo pairs	Images for the same areas with different geometry for stereo analysis and DEM development
2	Other image bundles	Two images, one coarser resolution and another finer resolution, with the latter that can be used to sharpen the former
3	DEM	Digital elevation model derived from commercial satellite data offered
4	Mosaics	Offerors are encouraged to provide mosaics made of multi-scenes for an area
5	Other value-added products	As per available in Offerors' commercial product list

5 Metadata Requirements

Table 3, Metadata Required for Product Delivery, lists the high priority metadata that must be provided for each Satellite-Sensor along with the product delivery by Offerors. Other properties that are desirable but not mandatory with product delivery are summarized in Table 4, Metadata Desirable for Product Delivery. Article 6, Image Quality Specifications, provides more detailed description for some of the information required or desired in Tables 3 and 4.

Note that If the Offeror has provided such products as mosaic (i.e. multi-scene composites) and/or stereo-pairs as part of its product offering under the Optional Products Categories described in Article 4, Table 2, the Offeror must provide the Properties specific to the Product and the general Properties, as identified in Table 3, Metadata Required for Product Delivery.

Metadata may be provided as an implicit part of the Product definition in predefined fields and structure; or in associated files included with the Product delivery. The sampling rate depends on the nature of the metadata parameter.

Table 3. Metadata Required for Product Delivery

Property	Purpose²i
Satellite and sensor name	M
Sensor Mode This will include all configurable elements of the sensor including look-direction, beam mode, incidence angle, polarization, etc.	M
Acquisition Time (UTC)	M
Image Corner Coordinates including upper left, lower left, upper right, lower right.	M
Spatial resolution / Pixel spacing	M

M – as metadata; T – for traceability; QC – for quality control; O – other

Property	Purpose ² _i
Processing information This will include processing level, processing date, processor name and version and other processing relevant information	QC,T
Projection information This will include map projection, zone, ellipsoid, datum, resampling kernel used...	M
Data Format of the product and Specification	M
Browse Image (Thumbnail) normally provided with the Product. This would be a reduced resolution Product normally associated with catalogue browse functions and supplied with the Product Delivery Package.	M
Text of the License will appear in its entirety as one of the metadata fields for the Product or as a separate file provided with the Product and zipped together with other files associated with the Product. See Article 12.	M
License Class. The License Class will appear as one of the metadata fields for the Product or as a separate file containing details of the order provided with the Product and zipped together with other files associated with the Product. See Article 12.	M
Ortho product generation – DEM used: DEM specification to be provided on request for each DEM used by the Offeror.	T
Ordering information This will include supplier order number, client order number, product id, client email.	O
Sensor channel spectral range	T
Image radiometric calibration	QC,T
Image geometric calibration	QC,T
Mosaic generation: mosaic product (process to merge adjacent imageries into a single, seamless product) must provide all mandatory metadata for all individual imagery part of the mosaic, as well as a shapefile providing the cutlines (boundary of each image) as well as links to the imagery and/or metadata	M
Stereo-pairs: difference in geometry between the pairs	M

Table 4. Metadata Desirable for Product Delivery

Property	Purpose
Image noise floor across swath	M
Platform Position earth-centred cartesian (X,Y,Z)	M
Platform Velocity earth-centred cartesian (V_x, V_y, V_z)	M
Platform Attitude (roll, pitch, heading)	M
Sensor Geometric Calibration (e.g. Focal length, IFOV, IRF,)	M

Property	Purpose
Relevant time offset between data streams and metadata streams	M
Sensor or Platform Position offset	M
Sensor or Platform Attitude Offset	M
Image phase calibration ³	QC,T
Processing History	T
Target Conditions. Local weather, cloud cover, haze, smoke - Any information on local conditions, which are routinely included with the Products, as applicable to the sensor.	M

6 Image Quality Specifications

All Products must adhere to, or exceed, the full format and quality specifications included in Annex C, Satellite Product and Service Information, as provided by the Offeror at the time of issuance of the NMSO or as updated during period of the NMSO. This Article provides a description of the image quality specifications required in Annex C, Satellite Product and Service Information.

The Satellite Product and Service Information provided by the Offeror must indicate the radiometric and geometric accuracy of their Products through a quality specification. As indicated in Table 3, Metadata Required for Product Delivery, the Quality specifications must also include information for traceability of Products for each Satellite-Sensor for radiometric and geometric properties. Satellite ephemeris data and additional information describing the quality of the Products are desirable (as shown in Tables 4, Metadata Desirable for Product Delivery). Note that for some Identified Users, this information may be essential and so might limit the range of sensors for consideration; for others, this requirement may be less important. Certification under such programs as those offered by the International Standards Organization (ISO) is not required. The Offeror should follow the procedures in the provided documentation showing the radiometric, atmospheric, and geo-coding models being used in their process.

Any updates to processing and procedures occurring during the course of the NMSO must be provided in writing, preferably, by email, to the Standing Offer Authority as indicated in Article 7, Ordering and Delivery Services, item x. In order to have consistency in the evaluation of imagery, it is important that the Offeror provide notice of changes at least one calendar month ahead of the planned update. An example might be a change of a set of Radiometric Polynomial Coefficients (RPC) for a Product.

6.1 Radiometrics

Each Product that the Offeror provides must include information for traceability and implicit calibration to physical units: spectral radiance [2] in units of $W\ sr^{-1}m^{-2}\ nm^{-1}$ for optical sensors, radar brightness [1] in units of dB for SAR sensors, and brightness temperature in units of K for microwave radiometers. For optical sensors (E-O IR and MSI), radiometric traceability should be to spectral reflectivity.

Noise estimates are essential calibration quantities to characterize the radiometric limitations of the data. These are most appropriately provided in term of noise-equivalent properties: β_{NE} noise-equivalent radar brightness, or noise-equivalent reflectance. The Offeror should provide, if available, information sufficient to enable computation or direct provision of this information.

³ This is part of calibration for SAR sensors.

6.2 Geometrics

The spatial coordinates for every pixel must be recoverable from every imagery Product that is provided by the Offeror. For Basic Products, this will depend on knowledge of the sensor model, and orbit model. For higher-level Products, this information is normally already implicitly included in the Product definition through the metadata. The Offeror must provide the required metadata and supporting documentation with the Product delivery to enable the computation of the spatial coordinates. The Offeror should also provide accuracy estimates of the associated parameters.

Products provided through the NMSO must adhere to or exceed the quality specification provided by the Offeror, as included in Annex C, Satellite Product and Service Information.

6.3 Cloud Cover Limits

An order under a Call-up may carry with it a specification of maximum Cloud Cover. For optical sensors, the Offerors must provide Cloud Cover Limits which are associated with their Commercial Product List, and must indicate how those Cloud Cover Limits percentages are derived.

The Product delivery should meet the Cloud Cover Limit requirement specified in the Call-up. In the case that the Product does not meet the requirement as specified in the Call-up, but is acceptable to the Technical Authority, the Product must be invoiced at the price for the appropriate 'Cloud Cover Limit' in the Basis of Payment of the NMSO.

6.4 National Imagery Interpretability Rating Scale (NIIRS) Specification

When the Product derived from the Satellite-Sensor has been rated under the NIIRS specification, this information should be provided as a supplement to the Product Specification provided in the offer.

7 Ordering and Delivery Services

7.1 Overview

Ordering and Delivery Services are described in this Article. The general service responsibilities for the Offeror are listed below and more specific requirements follow in the subsections below.

The Offeror is responsible for:

- a. Maintaining and operating all necessary infrastructure to process and provide the services specified herein for the duration of the NMSO, including the optional extension periods, should they be exercised;
- b. Providing a mechanism for advising Identified Users' Technical Authorities of any changes to the operational status of the Satellite-Sensor of interest, which may affect the quality of the Products ordered, the availability of service, or any other issues that relate to the provision of service within 24 hours of its occurrence;
- c. Maintaining the capacity to deliver at least 1000 image Products per Satellite-Sensor per federal government fiscal year (1 April to 31 March) in accordance with the specifications herein;
- d. Maintaining the peak capacity to deliver at least 50 distinct BASIC image scenes per Satellite-Sensor within one business week;
- e. Ensuring customer support for the Identified User as defined in Article 7.2, Customer Support;
- f. Acknowledging the receipt of the order to the Technical Authority within 2 to 3 business days after a Call-up is issued;

- g. In case the same Product is ordered by different Identified Users, informing the Technical Authority of each Identified User of the latter order(s) if the Product has been delivered, or informing all the Technical Authorities if the Product is yet to be delivered;
- h. Coordinating data processing with data ordering, data acquisition, and image scene delivery to meet requested delivery schedules;
- i. Informing the Technical Authority who placed the NMSO Call-up and the Designated Government Archive Centre (neodf-delivery@nrcan.gc.ca) that the order has been completed and the Products have been delivered by the specified method. The notices must be by email and include references to the "Requisition No." and the "Client Reference No." given in the associated PWGSC-TPSGCS 942 Call-up form for the order (refer to Article 9, Product Delivery for more detail);
- j. Ensuring the ability to deliver service within 30 calendar days after NMSO issuance, or the completion of the commissioning of the Satellite-Sensor, or both. In the case of a Satellite-Sensor which has not been fully commissioned at the time of the awarding of the NMSO, the Offeror is responsible for informing the Standing Offer Authority when service is available;
- k. Delivery of Products according to the agreed priorities and timelines provided by the Offeror in Annex C, Satellite Product and Service Information for the suggested Delivery Priority Categories and Tasking Priorities specified in Article 7.8, Order Priorities;
- l. Providing any updates or changes to its interface to the Standing Offer Authority and the Designated Government Archive Centre with respect to its catalogue, or ordering interfaces, within 24 hours of the update or change;
- m. Providing the Standing Offer Authority and the Designated Government Archive Centre the appropriate information and tools required for servicing the NMSO Call-up and service enquiries including access with contact information to its ordering services for inquiries. These would include nominal orbit and nominal sensor models (see Article 6.2, Geometrics) allowing prediction of imaging opportunities at any location and time around the world within the accuracy bounds of their prediction model;
- n. Providing and adhering to its commercial standard timeline requirements for the submission of the NMSO Call-up and service queries as indicated in Article 8, Offeror's Time Constraints;
- o. Providing to the Standing Offer Authority and the Designated Government Archive Centre any updates to the sensor information to be used in the sensor modeling tools. This would include sufficient information to precisely locate a scene pixel from satellite ephemeris data, time information included in the basic data Product, pixel indices, and included metadata;
- p. Providing to those Identified Users that have requested it access to the Offeror's ordering systems and its catalogue of archive data or images. Catalogue information and ordering services from Satellite-Sensors no longer operational should continue to be available for the duration of the NMSO;
- q. Accepting an order under a Call-up from the Identified User via faxes and e-mails through a web based interface or other networks; only on an exceptional basis where there is a documented Pressing Emergency defined under Article 3, Definitions, item y, orders may be placed by the Identified User by telephone with subsequent written confirmation in a call-up as soon as possible and within 14 calendar days of the placement of the order;
- r. Adhering to the agreed tasking timelines no matter how the order under a Call-up is placed;
- s. Providing to Identified Users worldwide access to imaging capacity, including emergency priority tasking (See Article 7.8.2, Suggested Tasking Priorities for New Acquisitions) (or its equivalent), collection, processing, and dissemination;
- t. Changing or cancelling a NMSO Call-up at the request of the Identified User prior to the Offeror's specified cut-off timeline or lead time required to process an order as specified in Article 8, Offerors' Time Constraints, item c;

- u. Actioning 'ad hoc' tasking updates placed at the Rush Priority Delivery Category or its equivalent as late as the timeline allows prior to the beginning of the corresponding tasking uplink period according to the information provided in Article 8, Offerors' Time Constraints, item f;
- v. Advising the Identified User's Technical Authority, of its intent to fill the requirements of a NMSO Call-up within the negotiated lead times discussed under Article 8, Offeror's Time Constraints;
- w. Making post-pass 'ephemeris' data available on an FTP site or on-line service within 6 to 12 hours following imagery acquisition by the satellite;
- x. Providing any updates to processing and procedures occurring during the course of the NMSO to the Standing Offer Authority and the Designated Government Archive Centre. In order to have consistency in the evaluation of imagery, it is important that the Offeror provide notice to all users of changes at least one calendar month ahead of the planned update;
- y. Holding confidential the identity of Technical Authorities and Identified Users associated with each NMSO Call-up;
- z. Delivering the ordered Product, as described in the Product Delivery, Article 9, Product Delivery;
- aa. In case of changes in the ownership of the Offeror, advising the Standing Offer Authority of the change within a month from the date when the change officially takes place.

7.2 Customer Support

The Government of Canada operates in many countries and time zones and may require access to imagery and ordering services on a 24/7 basis.

The Offeror should indicate in Annex C, Satellite Product and Service Information, whether it can meet the following requirements for customer support and, if so, provide the corresponding details:

- a. Requests for customer support from the Identified User be responded to within 24 hours of the request;
- b. Access to imagery and ordering services on a twenty-four (24) hour a day, seven (7) days a week basis.
- c. All requests for customer support from the Identified User have a mean time to resolve (MTTR) of less than three (3) calendar days (including holidays and weekends) from call time based on a rolling average over a 90 day period;
- d. For information on Call-ups outside of normal business hours, the Offeror advise the Identified User on any special procedures to follow for new acquisitions. In addition, for orders involving Rush Priority Delivery of Tasking Categories or Offeror's equivalent or Pressing Emergencies (See Articles 4, Product Categories, item aa, 7.8.2, Suggested Tasking Priorities for New Acquisitions and 8, Offeror's Time Constraints), the Offeror provide the Identified User with an emergency on-call customer service number and its associated maximum response time; and

It is mandatory that the Offeror support in at least one of Canada's Official languages: English or French.

7.3 Catalogue and Archive Queries

For each Satellite-Sensor, there is a requirement to find out if already acquired imagery over an area of interest is commercially available from the Offeror's archive. The desirable method is an automated query as described in Article 7.3.2, Automated Query, together with Interactive service capability as described in Article 7.3.1, Interactive. As a minimum, the Offeror must provide off-line catalogue query support if the desirable options are unavailable.

The Offeror must provide catalogue query capability for the contents of its catalogue. In all cases, data Products identified in the Offeror's catalogue must be uniquely identified so that they may be specified in the NMSO Call-up.

7.3.1 Interactive

If the Offeror provides an on-line catalogue it should have browse capabilities of the available imagery from the Satellite-Sensor. The Offeror should provide access to its catalogue and any appropriate passwords as required to each Identified User and Technical Authority that requests it. It is desirable to be able to search the catalogue and display browse imagery in a period of less than 2 minutes. (A progress bar showing percentage of completion is recommended).

7.3.2 Automated Query

It is highly desirable that the Offeror provides a batch-initiated search of their archive. When this is available, the Offeror should provide an Interface Control Document (ICD) and any appropriate passwords for this service to each Identified User that requests it. Searching the catalogue and providing query results are expected to take a period of less than 2 minutes, 90% of the time. It is the intention of the Identified User to query regularly the NMSO supplier catalogue databases and to store this information locally to inform internal clients of potential data sets for ordering.

7.3.3 Public Catalogue Hold Back

In some cases, there may be a requirement to withhold information from the Offeror's public catalogue of new acquisitions of imagery outside Canada by the Identified User. Where this requirement is necessary and available, the Technical Authority will specify the hold back period on the NMSO Call-up. This requirement is only relevant to certain License Classes (see Article 12.1, License Classes).

7.4 Ordering Additional Imagery Products

From time to time, an Identified User may require to order additional new Products from imagery previously acquired under the NMSO or the same Products reprocessed to a different specification. Such Products would be obtained by submitting a new NMSO Call-up. In such a case, any previously supplied Basic Product will not be re-supplied.

7.5 Rescheduling Acquisition of Data

When weather or satellite system anomalies exist so that ordered Products cannot be obtained, the Offeror must notify the Identified User's Technical Authority of contingency plans and attempt the next feasible collection that is acceptable to the Technical Authority. Where rescheduling of an acquisition is required outside the specified acquisition time window of the order, a new time proposal is required. At the discretion of the Identified User, the order may be cancelled at this time. The information on changes in acquisition time must be provided to the Technical Authority within the time frame as stated in Article 8. Offeror's Time Constraints, item f, and established prior to NMSO authorization.

7.6 Cancellation of Any Order under a Call-up

From time to time an Identified User may require to cancel an order under a Call-up after it has communicated the NMSO Call-up to the Offeror within the times agreed to in Article 9, Product Delivery. The Identified User will notify the Offeror when under these conditions an order must be cancelled and the Offeror must remove the order from its queue

7.7 Request for Conducting Background Data Collection

Identified Users may face a situation in which they are interested in acquiring data for certain areas but the availability of funds is uncertain. The request(s) by any and all Identified Users to conduct background data collection will be communicated to all Satellite Operating Agencies in the annual Notice of Refresh described in the NMSO. Once funding becomes available, the Identified User may issue a

Call-up to procure the data from the Offeror's archive at archived price. Since the funding is uncertain, the subsequent procurement is not guaranteed even if the background data has been collected by the Offeror. It is at the discretion of the Offeror to determine if it will use the spare capacity of a satellite sensor to accommodate the request(s) for background data collection.

7.8 Order Priorities

The importance of delivery time (expressed as Delivery Priorities) for creation and delivery of Products, and the importance of scheduling new acquisitions (Tasking Priorities) are considered separately in this SOR. Offeror's Time Constraints are considered in Article 8, Offeror's Time Constraints and delivery and tasking priority categories are considered respectively in Articles 7.8.1, Suggested Delivery Priority Categories for Products and 7.8.2, Suggested Tasking Priorities for New Acquisitions.

7.8.1 Suggested Delivery Priority Categories for Products

For each NMSO Call-up, four (4) broad classes of delivery priority categories for Products are suggested: Background-D, Standard-D, Operational-D, and Rush-D. These classes are better defined in Table 5, Suggested Delivery Priority Categories, below. It is understood that not all Offerors may provide these broad delivery priority categories. Offerors that cannot provide these delivery categories must provide the Government of Canada of their equivalent Delivery Priority Categories in their offer, as reflected in Annex C, Satellite Product and Service Information, so that at the time of ordering, the Identified User will be aware of the capabilities and limitations of that particular Satellite-Sensor.

Table 5. Suggested Delivery Priority Categories

Suggested Delivery Priority	Expectation
Background-D	This is the lowest priority in terms of time delivery requirement. This could be used for R&D or non-time critical applications taken on a wide scale basis. Normally, new Products should be acquired only when there are no conflicts or other restraints on the use of the Satellite-Sensor or relevant available archive data for the requirements of the NMSO.
Standard-D	This is similar to Background-D, but has more time critical applications. A time window of opportunity is more relevant here. Normally, new Products should be acquired according to the standard conflict resolution process used by the SOA.
Operational-D	Operational-D category data is intended for use in routine operations of the Identified User and are considered essential to fulfill routine operational obligations. Products are required on a regular basis but the window of opportunity is more critical. This could include field operations where coordination with other participants or information gathering is crucial. An example might be a specific crop growing season and the requirement to image at specific intervals within that time frame
Rush-D	Rush-D class data is intended for very short time requirements (24 hours or less). Product delivery for Emergency-T Class Tasking would normally follow this priority. In the case when Rush-D delivery is specified and for unforeseen reasons, it is impossible to deliver to the Designated Government FTP Site as specified in Article 9.3, Delivery Time, within the time requirement, the Offeror will provide an alternate delivery mechanism in consultation with the Technical Authority. This could be an FTP address for pickup by the Technical Authority, or push to an alternative address provided by the Technical Authority. In any case, the Product(s) will be delivered to the Designated Government FTP site server when service is restored.

7.8.2 Suggested Tasking Priorities for New Acquisitions

An NMSO Call-up which contains a requirement for a new acquisition of Satellite-Sensor Products will identify a Tasking Priority which reflects the expectations of the Offeror by the Identified User's Technical Authority. The suggested categories in Table 6, Suggested Tasking Priority Categories, below is hierarchical and by assigning Tasking Priorities, the expectation is that new acquisitions will be tasked first by Tasking Priority and then by the sequence of the Order in the ordering queue according to the rules set out in Article 7.9, Conflicting Scheduling Requirements for Satellite Imagery.

Table 6. Suggested Tasking Priority Categories

Suggested Tasking Priority	Expectation
Background-T	The SOA schedules this acquisition when there are no conflicts and at the convenience of their operations.
Standard-T	The SOA schedules this acquisition with standard tasking priority.
Operational-T	The SOA schedules this acquisition with operational tasking priority. This Tasking priority would reflect ongoing requirements for data
Rush-T	The SOA schedules this acquisition with high tasking priority.
Emergency-T	The SOA schedules this acquisition at the earliest opportunity provided it does not jeopardize the health of the Satellite.

7.9 Conflicting Scheduling Requirements for Satellite Imagery

In the event that there are conflicting scheduling requirements for new acquisitions submitted to an Offeror through different NMSO Call-Ups, the Offeror must attempt to service the Call-Up with the highest Tasking Priority first (see Article 7.8.2, Suggested Tasking Priorities for New Acquisitions). In the event that conflicting requirements have the same Tasking Priority, the Offeror must attempt to service the Call-Up first received. In the event of duplicate requests for new acquisitions of the same area at the same acquisition time, the Offeror must inform the Identified Users involved in the requests, and fill only one request. In the event that there are further conflicting scheduling requirements for new acquisitions involving NMSO Call-Ups requirements with those of clients outside the context of the NMSOs, the normal conflict resolution practices of the Offeror will then apply.

Application of the above guidelines may result in the Call-up requirement being cancelled, rescheduled or given a higher priority at the request of the Identified User.

8 Offeror's Time Constraints

Different requirements are applicable to orders under Call-ups for data already acquired and stored in Offeror archives and those needing new data acquisitions by the Satellite-Sensor. Figure 1, Time line elements affecting order under a Call-up processing and Product delivery for a new data acquisition, is a conceptual diagram showing the possible basic timing of elements of interest. The Offeror must adhere to the time constraints provided in their offer and identified in Annex C, Satellite Product and Service Information for the critical ordering checkpoints identified below for each of the Suggested Delivery Priority Categories for Products and for New Acquisitions. Furthermore updates to these constraints must be provided to the Standard Offer Authority and the Designated Government Archive Centre. These times may be used by the Identified User to establish appropriate Satellite-Sensor selection when time constraints are part of the Identified User's requirement. For each of the Suggested Delivery Priority Categories for Products for catalogued data and each of the Suggested Tasking Priority Categories for new acquisitions, the Offeror must indicate time constraints as follows:

- a. Accessibility (business hours) for Offeror's order desk (for example 24/7, 8/5) by the Designated Government Order Desk or Identified User. (Include access information like phone, fax, email, pager, web access);
- b. Lead time required by the Offeror to respond (See also Article 7.1, Overview, item v.) with confirmation of the availability of the following items:
 - o For new acquisitions, whether the requirement can be met or not, including any conflict resolution, and the potential acquisition time(s) for the required data; and
 - o For catalogued data (e.g. archive), actual acquisition date and time(s) of the data that meet(s) the requirement.
- c. Lead time required to plan a customer order ARO (consider satellite programming and uplink time);
- d. Advance notice required before the start of the imaging window so that the Identified User is notified that the satellite acquisition will be programmed including weather considerations;
- e. Order completion confirmation to the Identified User that the data has been acquired and meets order requirements under a Call-up;
- f. Lead time required by the Offeror to change the NMSO Call-up. If the order change only involves a sensor configuration change and the acquisition time window is the same, the lead-time required may be different than the case when the acquisition time window itself changes. Provide both times if this is applicable. This time constraint includes the provision of an advisory to the Identified User stating that a collection did not take place within the time window specified in the NMSO Call up as per Article 7.5, Rescheduling Acquisition of Data;
- g. Lead time required by the Offeror to cancel an NMSO Call-up (see Article 7.6, Cancellation of any Order under Call-up);
- h. Time required to process and deliver Products after acquisition;
- i. Time required to retrieve, process, and deliver catalogued data ARO; and
- j. Time after acquisition for posting of updated 'ephemeris' data on FTP site or on-line service as related to Article 7.1, Overview, item w.

NEW ACQUISITION

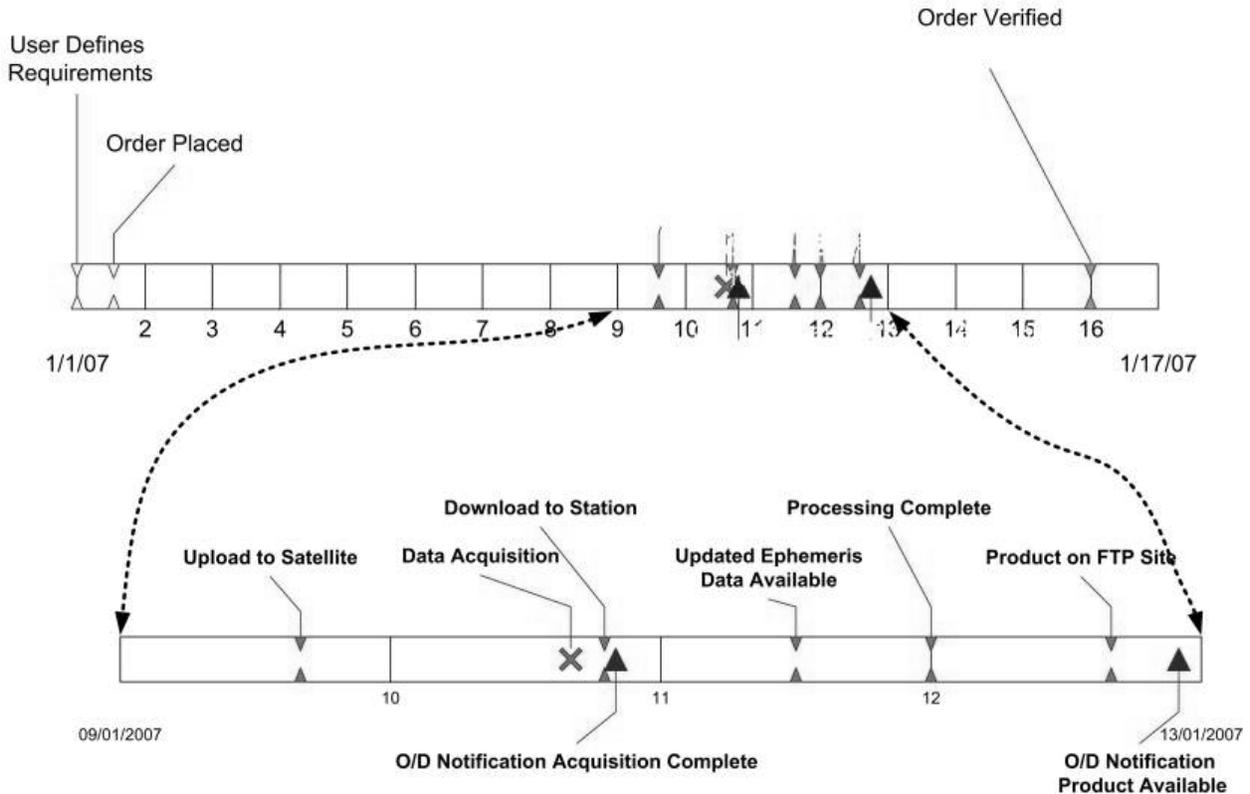


Figure 1. Time line elements affecting order under a Call-up processing and Product delivery for a new data acquisition. The small open (unfilled) vertical arrows represent Identified User initiated actions within the Identified User organization. The small red-filled arrows represent operations within the service and satellite operator auspices, and the large dark-blue arrows are interactions initiated by the Offeror with the Identified User. In this diagram the numbers represent hypothetical delivery days starting on the 1st day of January 2007. The inset shows an expanded view of four days around the actual data acquisition marked with an X.

Table 7, Time Estimates of Potential Delivery and Tasking Requirements, below shows the estimated times that might be expected by the Identified Users for each of the time parameters. The table provided by the Offeror in Annex C, Satellite Product and Service Information, indicates whether the Offeror can meet these estimated response times according to Table 7, and if not for any of the parameters, provides respective alternative times.

Table 7. Time Estimates of Potential Delivery and Tasking Requirements

	Background	Standard	Operational	Rush
Parameters				
a: Offeror Order Desk Accessibility (hours per day /days of week)	8/5	8/5	24/7	24/7
b: Lead time required by the Offeror to respond with confirmation of availability	≥ 3days	<1 days	<12 hrs	<6 hrs
c: Lead time to plan ARO	≥ 3days	<1 days	<12 hrs	<6 hrs
d: Advance notice before imaging window that Designated Government Order Desk or Identified User is notified.	≤ 3 days	≤ 1 days	≤ 12 hr	≤ 6 hrs
e: Confirmation acquisition has been successful after event	≤ 3 days	≤ 1 days	≤ 12 hr	≤ 2 hr
f: Lead time to change an order	≥ 3 days	<3 days	12-24 hr	≤ 4 hr
g: Lead time to cancel an order	≤ 1 day	≤ 1 day	≤ 6 hr	≤ 6 hr
h: Processing and delivery time for new acquisitions after acquisition	≤ 10 days	1-3 days	≤ 12 hr	≤ 3 hr
i: Processing and Delivery time for Offeror's archive data	≤ 10 days	1-3 days	≤ 6 hr	≤ 2 hr
j: Posting delay of updated ephemeris data on FTP site or on-line site after acquisition	≤ 6 hr	≤ 6 hr	≤ 6 hr	1-3 hrs

In the case of an order that can be filled using existing data from the Offeror's archive, the timeline is similar and is shown conceptually in Figure 2, Time line elements affecting order under a Call-up for the processing and Product delivery for archived data. The Offeror must provide a different table in Annex C, Satellite Product and Service Information if the estimated times of response are different from those for new acquisitions.

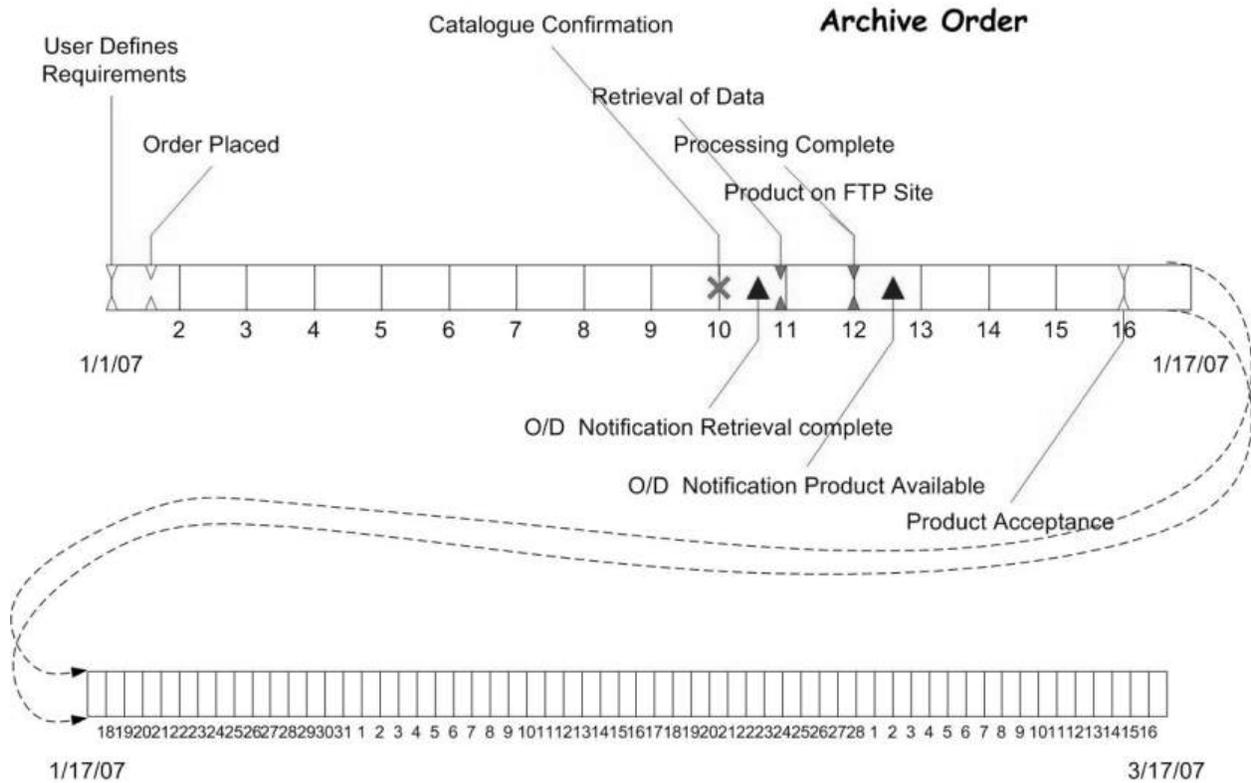


Figure 2. Time line elements affecting order under a Call-up for the processing and Product delivery for archived data. Note that the time line shown is similar to Figure 1, Time line elements affecting order under a Call-up processing and Product delivery for a new data acquisition.

9 Product Delivery

9.1 Product Delivery Package

Each Product must be delivered in a Product Delivery Package (see definitions in section 3). An order often requires the delivery of 1 to many Product Delivery Packages. Table 8, Contents of a Product Delivery Package, provides a summary of the contents for a Product Delivery Package.

Table 8. Contents of a Product Delivery Package

Item	Content	Required/Desirable Option	
The Product	The Image data, ordered as per Call-up, with unique ID for each image	Required	
	The associated metadata (see Article 5, Metadata)		Metadata related to the Sensor
			Metadata related to the Image
			Browse Image
			End User License Agreement (text)
License Class as per Call-up			

		Other Metadata	Desirable
Information associated with this Order	Information provided in the Call-up, including annexes describing the product requirements		Required
Additional information	Any associated processing files and documents to help the user to understand the Product quality and facilitate data use.		Desirable

9.2 Delivery Methods and Data Formats

Any Product procured under the NMSOs must be delivered to the Designated Government Archive via FTP, or delivered to the Designated Government Archive Centre via Mass Storage Device if the data volume of the Product warrants so. Addresses for product delivery are specified in Table 9. The Offeror must not deliver Products to the Identified User from the Offerer's FTP or http site. The specific methods of product delivery and the associated data formats are specified below:

- a. There are three (3) methods for product delivery, as summarized in Table 9, Summary of Product Delivery Methods and Addresses.
- b. The Offeror must use Method 1 for product delivery unless the size of the Delivery Product Packages requires delivery by Method 2, or unless the Identified User requests delivery by DVD then Method 3 must be used.
- c. Regardless of the delivery method, the Offeror must package all files for the same Product in a separate directory (folder) unique to the Product; when multiple Products are delivered on the same media, the Product package must have separate directory structures.
- d. The primary data format for the image Product is GEOTIFF. Offerors who can offer Products in a variety of format specifications are encouraged to provide these as options in the ordering annex specific to the Satellite-Sensor. Examples of such formats include JPEG2000, NITF 2.1, the Sensor Independent Complex Data (SICD) and the Sensor Independent Derived Data (SIDD) delivered in a NITF 2.1 or GEOTIFF wrapper, netCDF and HDF.
- e. Offerors should use the suggested file naming/numbering convention, as specified in Appendix C, Suggested File Naming/Numbering Convention for Product Delivery Package, for each Product Delivery Package.
- f. In the case of electronic delivery to the Designated Government FTP Site(s), each Product Delivery Package folder must be compressed (ZIP; lossless data compression) and delivered compressed in a single file. A unique order may have one (1) to many Product Delivery Packages, hence one to many ZIP files. The Designated Government Archive Centre requires the ZIP files to be compatible with WinZip® version 4.5 or later.
- g. In the case of massive order (i.e. with one or more Product Delivery Packages larger than 5 gigabytes after compression), or when specified in the Call-up, the Product Delivery Package(s) can be copied on a mass media device (hard disk or USB key) and sent to the Identified User and the Designated Government Archive Centre, respectively. The Product Delivery Package(s) can be delivered uncompressed in this case, though each Product Delivery Package must have its own directory (folder) at the root level of the media.
- h. In the case of CD/DVD delivery as per Call-up request, the product must be sent to the Identified User by CD/DVD, AND meanwhile compressed Product Delivery Package(s) must be sent to Designated Government FTP Site(s) electronically.
- i. In every case, only one delivery Method should be used for product delivery.
- j. In every case, the Offeror must notify, by email, both the Identified User AND the Designated Government Archive, of the product delivery.

- k. In every case, the file and folder name part of the Product Delivery Package must not use special characters or spaces. Only letters, underline “_”, hyphen “-“ and comma “.” are allowed.
- l. In the case of electronic delivery to the Designated Government FTP Site(s), the Product Delivery Package must be delivered in the directory following the delivery path convention as described in Appendix E, Designated Government FTP directory path to deliver Product Delivery Package.

Table 9. Summary of Product Delivery Methods and Addresses

Method No.	Delivery Method	Methods and Addresses for Delivery
1	NEODF via FTP	<p>Product Delivery:</p> <p>The Offeror must deliver the Product to the Designated Government FTP Site (for retrieval by the Technical Authority):</p> <p>Primary: ftp://neodf.orion.on.ca OR ftp://neodf.orano.ca</p> <p>Secondary: ftp://ftp.neodf.nrcan.gc.ca</p> <p>Email notification:</p> <p>The Offeror must notify, through email,</p> <ol style="list-style-type: none"> 1) The Designated Government Archive Centre: neodf-delivery@nrcan.gc.ca <p>AND</p> <ol style="list-style-type: none"> 2) Technical Authority, as per email address in Call-up <p>AND</p> <ol style="list-style-type: none"> 3) The Designated Government Order Desk IF Call-ups are made by the Order Desk: (currently MCE-Client-Centre@forces.gc.ca only) <p>of the precise address of delivery and product filename(s)</p>
2	Mass Storage Device	<p>Product Delivery:</p> <p>For a large order (i.e. file size larger than 5 gigabytes), the Product must be delivered via Mass Storage Device to:</p> <ol style="list-style-type: none"> 1) The Designated Government Archive Centre: Attn: Robert Landry Natural Resource Canada 588 Booth Street Ottawa, Ontario CANADA K1A 0Y7 <p>AND</p> <ol style="list-style-type: none"> 2) Technical Authority, as per mailing address in Call-up <p>Email notification:</p> <p>Same as for Delivery Method 1.</p>

3	NEODF via FTP + DVD (+R/SL, - R/SL, +R/DL, - R/DL)	<p>Product Delivery:</p> <p>For Orders requesting a DVD delivery, the Product must be delivered both to:</p> <p>1) NEODF via FTP using Method 1,</p> <p>AND</p> <p>2) Technical Authority via DVD as per mailing address in Call-up</p> <p>Email notification:</p> <p>Same as for Delivery Method 1.</p>
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9.3 Delivery Time

Products are ordered with a delivery priority category as described in Article 7.8, Order Priorities.

A Product is considered “Delivered” if both a. and b. below have occurred:

- a. The Product Delivery Package is received, which
 - i. For Delivery Method 1, means the file of the Product Delivery Package is available on a Designated Government FTP Site,
 - ii. For Delivery Method 2, means the Product Delivery Package has been received by:
 - 1. The Designated Government Archive Centre
 - AND
 - 2. The Technical Authority
 - iii. For Delivery Method 3, means:
 - 1. The file of the Product Delivery Package is available on the Designated Government FTP Site
 - AND
 - 2. The DVD has been received via the mailing address indicated in the Call-up by the Technical Authority
- AND
- b. The delivery notification has been emailed to:
 - i. The Designated Government Archive
 - AND
 - ii. The Technical Authority’s email address indicated in the Call –up
 - AND
 - iii. The Designated Government Order Desk IF the Call-up is made by the Order Desk

10 Acceptance of Imagery Products

The Identified User’s Technical Authority will inspect the delivered Product for acceptance.

11 Canada's Responsibilities

11.1 Responsibilities of the Designated Government Archive Centre

- a. Providing the names, telephone and fax numbers, and e-mail addresses of personnel from Designated Government Archive Centre to the Offeror, and updating this information, as required to accommodate the provisions of Article 7.1, Overview;
- b. Providing passwords and other necessary interface information for the Designated Government FTP Sites for product delivery;
- c. Maintaining the Designated Government FTP Sites continuously for product delivery; and
- d. Informing the Offerors, the Identified Users, the Designated Government Order Desk(s) and the Standing Offer Authority of any changes to the Designated Government Archive and/or the Designated Government FTP Sites that are relevant to their functions in the NMSO implementation.

12 Licenses

Appendix B, End User License Agreement, is a template for the predefined End User License Agreement (EULA) for any Products procured under the National Master Standing Offers for Commercial Satellite Imagery. The Offeror must issue the Identified User EULAs for each product delivered according to the predefined EULA, with the exceptions as detailed in the RFSO and implemented in the final NMSO.

12.1 License Classes

Within the EULA are twelve (12) possible License Classes provided in Table A of Appendix B, End User License Agreement.

The Base/Class 0 License Class is required as part of every Offer. This License Class is the common license for use for all Federal Government Departments, Agencies and Crown Corporations.

Higher license classes may be requested by the Identified User. Each Offeror is encouraged, as part of its Offer, to address all other classes in the range of licenses. Some classes may be grouped for the same price if the Offeror prefers.

Each delivered Product will have an associated License Class.

12.2 Federal Government Data Usage Rights and License Requirements

Sharing of the original image data by the Licensee with some countries may be prohibited or may require special permission according to the national security data laws of some countries. Sharing of Products or value added Products may be less restrictive depending on the content.

The intent is that a license may be upgraded to another License Class at any time after the Products have been delivered to account for changing Identified Users' requirements. The upgrade may be initiated by a different Identified User. The Offeror must provide this service as a special provision under the NMSO.

RELATED DOCUMENTS FOR INFORMATION ONLY:

- [1] Raney, RK, A Freeman, RK Hawkins, R Bamler, "A Plea for Radar Brightness", in *Proc. of IEEE IGARSS'94: Surface and Atmospheric Remote Sensing: Technologies, Data Analysis and Interpretation*, Pasadena, Ca., U.S.A., Aug. 8-12, 1994, pp.~1090-1092.
- [2] Slater, P.N. *Remote Sensing – Optics and Optical Systems*, Addison-Wesley Publishing, Reading, Mass, 1980, p. 90.

Appendix A - List of Acronyms

Acronym	Definition
ARO	After Receipt of Order
AUS	Australia
β°	Radar Brightness (See reference [1])
CCRS	Canada Centre for Remote Sensing, a branch of NRCan (See http://www.ccrs.nrcan.gc.ca/)
CD	Compact Disk
CSI	Commercial Satellite Imagery
CUF	Catalogue Update File
DEM	Digital Elevation Model
DLR	German Aerospace Centre (See http://www.dlr.de/en/)
DMC	Disaster Management Constellation (See http://www.dmci.com/)
DND	Department of National Defence (See http://www.forces.gc.ca/site/index.html)
DVD	Digital Video Disk
E-O	Electro-Optical Imagers
EODMS	Earth Observation Data Management System
ESA	European Space Agency (See http://www.esa.int/esaCP/index.html)
ETZ	Eastern Time Zone
EULA	End User License Agreement
FTP	File Transfer Protocol (See http://www.webopedia.com/TERM/F/FTP.html)
GCP	Ground Control Point
GeoTIFF	Geostationary Earth Orbit Tagged Image File Format (See http://www.remotesensing.org/geotiff/spec/geotiffhome.html and http://www.remotesensing.org/geotiff/geotiff.html)
ICD	Interface Control Document
IFOV	Instantaneous Field Of View
IP	Intellectual Property (See Article 1)
IR	Infrared Imager
IRF	Impulse Response Function
ISO	International Standards Organisation (See http://www.iso.org/iso/en/ISOOnline.frontpage)
ISRO	Indian Space Research Organisation (See. http://www.isro.org/)
JAXA	Japan Aerospace Exploration Agency (See http://www.jaxa.jp/index_e.html)
JPEG2000	Joint Photographic Experts Group 2000 (image format)
K	Degree Kelvin (unit of absolute temperature)
Lat/Long	Geographic coordinates (latitude and longitude)
LCC	Lambert Conformal Conic Projection. (See http://www.warnercnr.colostate.edu/class_info/nr502/lg2/projection_descriptions/lambert.html)

Acronym	Definition
m	Metre (unit of distance)
MS	Microsoft
MSI	Multi-Spectral Imager
MTM	Modified Transverse Mercator (See http://maps.nrcan.gc.ca/topo101/utm2_e.php)
MTTR	Mean Time To Resolve
N/A	Not applicable
NATO	North Atlantic Treaty Organization. (See http://www.nato.int/)
NEODF	National Earth Observation Data Framework
NIIRS	National Imagery Interpretability Rating Scale (See http://www.fas.org/irp/imint/niirs.htm)
NITF	National Image Transmission Format (See http://www.gwg.nga.mil/ntb/baseline/format.html)
nm	Nanometre (10^{-9} m)
NMSO	National Master Standing Offer
NRCan	Natural Resources Canada (See http://www.nrcan-rncan.gc.ca/inter/index.html)
OXFAM	Oxford Committee for Famine Relief (See http://www.oxfam.org/)
PHAC	Public Health Agency of Canada (See http://www.phac-aspc.gc.ca/new_e.html)
PWGSC	Public Works and Government Services Canada (See http://www.pwgsc.gc.ca/text/index-e.html)
R&D	Research and Development
RFSO	Request for Standing Offer
RPC	Radiometric Polynomial Coefficients
SAR	Synthetic Aperture Radar
SOA	Satellite Operating Agency
SOR	Statement of Requirement
sr	Steradian (unit of solid angle)
SRTM	Shuttle Radar Topography Mission (See http://www2.jpl.nasa.gov/srtm/)
UK	United Kingdom (See http://www.number10.gov.uk/output/Page1.asp)
URL	Universal Resource Locator
USA	United States of America (See http://www.state.gov/)
UTC	Universal Time Coordinated
UTM	Universal Transverse Mercator. (See http://maps.nrcan.gc.ca/topo101/utm2_e.php)
W	Watts (unit of power)
WWW	World Wide Web
ZIP	The WinZip® file format is a popular lossless data compression and archival format. (See http://en.wikipedia.org/wiki/ZIP_(file_format))

Appendix B - End User License Agreement
TEMPLATE FOR END USER LICENSE AGREEMENT (EULA)
FOR COMMERCIAL SATELLITE IMAGERY ACQUIRED BY THE GOVERNMENT OF CANADA

B1.0. INTRODUCTION AND CONTEXT

This End User License Agreement concerns the terms and conditions associated with the use of Commercial Satellite Imagery (the Product) between the Parties of the Agreement. Definitions used in this Agreement are provided in Article B2.0. The rights of the Licensee for use of Products provided by the Licensor, as well as Derived Products and Information Products are set out in this Agreement, which forms the whole of the license between the Parties. A set of twelve (0 to 9, 11 and 12) License Classes is set out in Article B7.0 identifying the entities with which the Licensee may share Products within the terms of the license. All Products licensed herein are provided through Call-Ups to particular National Master Standing Offers (NMSOs).

B2.0. DEFINITIONS:

Definitions provided below are in alphabetical order; however, it is particularly important to understand the hierarchical nature of the progression from the Product, Derived Products, Other Derived Products and Information Products. It is suggested therefore that the reader first review these definitions in that specific order.

‘Canada’, ‘Crown’, ‘Her Majesty’, ‘Government of Canada’, or ‘The Government’: means ‘Her Majesty the Queen in right of Canada’.

Derived Product: means products that are created from the Product by modification including the addition of other data or through manipulation techniques by the Licensee or its consultants or contractors, or both contractors and subcontractors. A Derived Product is created from at least one of the Original Pixels that is further processed by Canada or a consultant or a contractor or both a contractor and subcontractor on behalf of Canada and is Traceable and transformable back to the Product.

Duration of the License: means the boundaries in time for which the terms and conditions of the license will be valid.

Identified User: means any government department, agency or Crown Corporation listed in Schedules I, II, III, of the *Financial Administration Act*, R.S.C. 1985, c. F-11, <http://laws.justice.gc.ca/en/F-11/index.html>.

Identified Users are authorized to make Call-ups against the Standing Offer through their designated Technical Authority.

Imagery: A multi-dimensional (minimum two dimensions) array of data or ‘pixels’ when displayed represents a scene.

Information Product: means any Derived Product, which does not contain any imagery from the Product. An example might be a topographic map or Digital Elevation Model for which an image was used for creating boundaries but no imagery from the original Product or Derived Product are included in the product. It also may include vector or polygonal classifications derived from the Product but contains no other representation of its pixels.

Licensee: means any Identified User.

License Class: means the class of entities as set out in Table A of Article B7.0 with which the Licensee may share the Product obtained pursuant to the License.

Licensor: means the Offeror having the capacity to license to Canada pursuant to Call-up under the Standing Offer usage privileges as described under this License Agreement.

Metadata: means any data other than the imagery itself which describes or qualifies the imagery information from a Product including, but not limited to, geo-coding information, acquisition time, associated ground truth, sensor configuration, sensor geometry, satellite ephemeris, and other ancillary

information which further describes a Product or the sensor configuration or platform on which it is carried.

The metadata delivered with the imagery must include a copy of this License Agreement either embedded or as an attached file.

National Master Standing Offer (NMSO): means standing offer # _____ entitled _____ under which the products associated with this license have been purchased.

Original Pixels: means radiometric values (amplitude and phase where applicable) traceable and transformable back to the Product at the full spatial and spectral resolution, sampling and projection.

Other Derived Product: means any product processed by Canada or its consultants or its contractors or both contractors and subcontractors and derived from the Original Pixels but not transformable back to the data contained in the Product and so contains none of the Original Pixels.

Parties of the Agreement: means the Licensee and the Licensor (the Offeror).

Product: means an image scene (or imagery) or additional data or both supplied with the scene by the Offeror such as metadata which constitutes the information set distributed to the Identified User by the Offeror. The Product may include data either already created from data acquired by the Satellite-Sensor named in the NMSO or to be created (namely acquired) or developed by the Satellite Operating Agency as part of the Work under the NMSO and in which copyright subsists.

Product Specification: means the Product specification document provided by the Offeror at the time of NMSO award or as agreed to by the Parties of the Agreement during the duration of the NMSO.

Secure Format: means an encoding and reading format which only allows display and printing of the product imagery, but does not allow the product pixel values to be recovered.

Traceable, Traceability: means the steps in the heritage of creating the Product including whatever processing, transformations, radiometric corrections, geo-corrections, reformatting, resampling or other operations which have been applied in its creation. Certain parameters associated with traceability are normally provided in metadata; other information may be in the form of global documentation. Some aspects are important from a legal perspective and others from a practical point of view such as the ability to reverse or un-do an operation if subsequent calibration data or coefficients become available that are more accurate.

B3.0. GENERAL

The license rights granted in this license are for Products provided to the Licensee under the NMSO.

B4.0. OWNERSHIP

The Product is licensed for use and not sold to Canada. All rights, titles and interest in and to all intellectual property in or related to the Product are and will remain the exclusive property of the Licensor.

B5.0. DURATION OF LICENSE

The duration of the License is perpetuity.

B6.0. GRANT OF LICENSE

B6.1. Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to use the Product and Derived Product and any accompanying written materials provided to Licensee by the Licensor and any Derived Product, solely for the following uses:

- a. To make an unlimited number of soft and hard copies of the Product for the internal use of Licensee;

- b. To distribute to Licensee's employees, agents, consultants or contractors or both contractors and subcontractors, who are under a duty of confidentiality no less restrictive than Licensee's duty hereunder, the Product or copies of the Product by either a physical delivery medium or using a computer data network with access control mechanisms protecting the Product from unauthorized access;
- c. To store, post or process the Product in a system including access control mechanisms protecting the Product from unauthorized access;
- d. To share with the entities named in the License Class the Product or copies of the Product without restriction except for the requirement to provide copyright notice with the Product or copies of the Product;
- e. To release for publication, with copyright notice, print or display representations or both of imagery from the Product, to publish or have published these in research reports, journals, trade papers, posters, or similar publications for purposes consistent with the mandates of the Licensee;
- f. To reformat the Product for Licensee's use into different formats or media from those in which the Product is delivered;
- g. To create or have consultants, contractors or both contractors and subcontractors create Derived Products, Other Derived Products or Information Products from the Product;
- h. To make the Product available to its consultants or contractors or both contractors and subcontractors for purposes otherwise consistent with the uses detailed in this License Agreement and subject to the restrictions herein, and without the right of the consultants or contractors or both contractors and subcontractors to transfer or sublicense;
- i. To analyze the system properties or adapt the Product for research purposes only. Any information, so determined, will be held confidential by the Licensee and would only be shared outside the Government of Canada according to the entities identified in this License Agreement or after obtaining further written permission of the Licensor for entities not identified in this License Agreement;
- j. To share as needed when deemed by the Licensee to be a concern of Canadian National security; and,
- k. To comply with national regulations of the country of the satellite owner with respect to further distribution of the Product to prohibited entities or countries when provided in writing from the Licensor.

B6.2. Derived Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to use any Derived Products solely for the following uses:

- a. To make an unlimited number of soft and hard copies of the Derived Product for the internal use of the Licensee;
- b. To distribute to Licensee's employees, agents, consultants or contractors or both contractors and subcontractors, who are under a duty of confidentiality no less restrictive than Licensee's duty hereunder, the Derived Product or copies of the Derived Product by either a physical delivery medium or using a computer data network with access control mechanisms protecting the Product from unauthorized access;
- c. To store, post or process the Derived Product in a system including access control mechanisms protecting the Product from unauthorized access;
- d. To use and distribute among the entities named in the License Class in this License Agreement the Derived Product or copies of the Derived Product without restriction except for

the requirement to provide copyright notice with the Derived Product or copies of the Derived Product;

- e. To release for publication, with copyright notice, print or display representations or both of imagery from the Derived Product, to publish or have published these in research reports, journals, trade papers, posters, or similar publications for purposes consistent with the mandates of the Licensee;
- f. To distribute the Derived Product in accordance with the same copyright and license restrictions of the Product as stated in Article B6.1;
- g. To make Derived Products available to its consultants or contractors or both contractors and subcontractors, for purposes otherwise consistent with the uses detailed in this License Agreement and subject to the restrictions herein, and without the right of the consultants or contractors or both contractors and subcontractors, to transfer or sublicense; and,
- h. To comply with national regulations of the country of the satellite owner when provided in writing from the Licensor with respect to further distribution of the Derived Product to prohibited entities or countries.

B6.3. Other Derived Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to create and use the Other Derived Products and any accompanying written materials provided to Licensee by the Licensor for their creation and for the following uses:

- a. All uses listed for Derived Products under Article B6.2, and
- b. Unlimited dissemination of irreversibly compressed files, such as .jpg, posted on Internet websites provided that the quality of the data available for download is a color composite without associated geospatial information and resolutions are coarser than 20 m. Such images must contain copyright notice and will have no other limitations on use or distribution.

B6.4. Information Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to use Information Products with no restrictions including dissemination without copyright notice. The Licensee may however acknowledge use of the Product in the creation or within the annotation of the Information Product. The Intellectual Property associated with such Information Products rests with the Licensee.

B7.0. LICENSE CLASSES

Each Product (Product, Derived Product, Other Derived Product, Information Product) will be assigned a particular License Class which is subject to Article B14.0 and may be upgraded as described in Article B13.0.

The scope for the Licensee's sharing of Products consists of the broad Entities named in Table A for a particular License Class, on the conditions:

1. That the Entity use the Product for the public good and not for revenues;
2. That the Entity sign with a Licensee a Data Sharing Agreement, which legally obligates the Entity to adhere to the limitations of sharing; and
3. That only the Licensee is allowed to share the Product with the sharing Entities as specified in Table A.

None of the Classes is cumulative of its lower Classes unless explicitly indicated. For instance, Class 2 applies only to Entities listed in Base/Class 0 and Provincial / Territorial Governments in Canada, rather than containing all the Entities in Base, Class 1 and Class 2; Class 3 is intended to include all the Canadian Governments, thus the Entities include all the Entities in Class 2 plus Local Governments.

Table A. Licence Class Designations

License Class	Included Entities
Base/Class 0	Canadian Government Departments, Agencies, and Crown Corporations
Class 1	Base + Canadian Academic Research community affiliated with a recognized University or College
Class 2	Base + Provincial and Territorial Governments in Canada
Class 3	Class 2 + Local (Municipal, Aboriginal People - First Nations, Inuit, Metis or Tribal Councils) Governments in Canada. Local Governments would include two cities with over 500,000 in population and up to 20 municipalities with less than 500,000 in population.
Class 4	Base + Local Governments (Municipal, Aboriginal People - First Nations, Inuit, Metis or Tribal Councils) in Canada. Local Governments would include two cities with over 500,000 in population and up to 20 municipalities with less than 500,000 in population.
Class 5	Civilian Departments of the Government of Canada and their international counterparts as per their mandates. (Example: Canadian Ice Service and US National Ice Center and International Ice Patrol under the North American Ice Service [NAIS]).
Class 6	Base + USA Government Agencies (Military and Civilian) e.g. US Department of Defense
Class 7	Base + Military Partners (USA, UK, AUS, New Zealand)
Class 8	Base + Military Partners (USA, UK, AUS, New Zealand) + 26 NATO Member Countries (See http://www.nato.int/pfp/eapc-cnt.htm .)
Class 9	Base + Military Partners (USA, UK, AUS, New Zealand) + 26 NATO Member Countries (See http://www.nato.int/pfp/eapc-cnt.htm .) + any of 23 NATO Partners for Peace (See http://www.nato.int/pfp/sig-cntr.htm .)
Class 10	Note: Class 10 is replaced by Class 12 below.
Class 11	Base + public at large. See Article B14.0 entitled "Public Good".
	Base + Military and Defence related organizations of foreign countries with which Canada is involved in international duties (example: United Arab Emirates forces in Afghanistan). The list of foreign countries will vary depending on the operations involved. The list of countries will be provided to the Offeror for country list approval prior to sharing. An addendum to the license shall list the countries approved for sharing.

B8.0. LIMITATIONS ON LICENSE

Licensee agrees and understands that it **may NOT**:

- a. sell, lease, rent, sub-license to non-Licensees, or share with users who are not entitled to share, the Product, or in any other manner whatsoever;
- b. post the Product to Public Internet web sites in a non-secure format that allows manipulation of the Product; and
- c. alter or remove any copyright notice or proprietary legend contained in or on the Product.

B9.0. APPLICABLE LAW

This License Agreement will be governed by and construed in accordance with the laws of _____ [same Canadian jurisdiction as stated in the NMSO] even though the Products may be used in other jurisdictions.

B10.0. EXPORT CONTROLS

The Licensee will comply with all import and export laws, restrictions and regulations of applicable jurisdictions for the Duration of the License.

The Licensee will comply with all import and export laws, restrictions and regulations of applicable jurisdictions for the Duration of the License. In particular, for Products originating from SOAs under the jurisdiction of the USA;

It is understood that, regardless of the type of the applicable License Class purchased, no license will be issued to: (i) any person or entity who is headquartered in, organized under the laws of or a citizen of any country on the United States State Department List of State Sponsors of Terrorism; (ii) any person or entity who is subject to sanctions administered by the United States Office of Foreign Assets Control ("OFAC"), including, without limitation, persons who are designated by OFAC from time to time as "Specially Designated Nationals or Blocked Persons;" (iii) any person or entity who is prohibited from receiving Products or Derived Products pursuant to any license granted to Licensor to operate the Satellite-Sensor; or (iv) any person who under U.S. laws, regulations or orders is otherwise prohibited from receiving such products (collectively "Restricted Groups"). Moreover, it is understood that Licensee will not knowingly distribute any Products or Derived Products to any Restricted Groups.

B11.0. WARRANTY

B11.1.Product

- a. The Licensor warrants that the Product will for thirty (30) days from the date of shipment substantially conform to the Licensor's specifications when used on appropriate computer hardware. The Products are complex and may contain some non-conformities, defects or errors; however, the Licensor does warrant that the Product adheres to the published format and quality specification and its content is consistent with the information provided with the NMSO Call-Up. The Licensor does not warrant that the Products will meet Licensee's needs or expectations, that the operations of the Products will be error free or uninterrupted, or that all non-conformities can or will be corrected. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of the Products. The Licensor disclaims all other warranties not expressly given in this section.
- b. The Identified User must notify the Licensor within the 30-day warranty period of any warranty claim. The Licensor's sole obligation and Identified User's sole remedy under this Limited Warranty is that the Licensor either, in its discretion, will (a) use reasonable efforts to repair or replace the Product or to provide an avoidance procedure within a commercially reasonable time so that the Product substantially conforms to the specifications contained in the Licensor's Product Specification, or (b) refund the amount of the price previously paid by the Identified User for the non-conforming Product.

B11.2.Storage Media

- a. The Licensor warrants that the delivery storage media, other than FTP, on which the Product is supplied to the Licensee will be free from material defect in materials and workmanship under normal use for a period of thirty (30) calendar days from the date of the Licensee's receipt of the Product. The foregoing warranty is exclusive and in lieu of all other warranties, express, implied or statutory. The Licensor specifically disclaims all other warranties including but not limited to any warranty of merchantability, fitness for a particular purpose, title or against infringement. The Licensee is solely responsible for selection of the Product to achieve the Licensee's intended

results or for the Licensee's particular applications, and no warranties, guarantees or representations are made regarding the use or the results of the use of the Product in terms of its correctness, accuracy, reliability, currentness or otherwise.

B12.0. LIMITATION ON LIABILITY

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will the liability, if any, of the Licensor for damages relating to the Product or otherwise arising out of, related to, or in any way connected with this License exceed the actual amount the Licensee paid for the specific Product that directly gave rise to the damages claimed, regardless of the form of the action, whether based on contract, negligence, Product liability, trade practices, or otherwise. In no event, will the Licensor be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, of any kind. The limitations contains in this Article are not made where prohibited by law.

B13.0. LICENSE CLASS UPGRADE

The Licensor will provide the requested License Class upgrades for any Product at the request of the Licensee **within the duration of the NMSO Call-up contract.**

B14.0. PUBLIC GOOD

After a period greater than three (3) years from the Product's delivery or five (5) years after acquisition date which ever is later, the Product becomes Public Good and may be distributed by Canada without any fees or royalties payable to the Licensor. The License Class effectively becomes Class 11 at this point in time.

Any Product provided to the Licensee under the Public Good License Category which includes imagery of territory limited to the EEZ (Exclusive Economic Zone) of Canada may be distributed to any third party entity by Canada as the Product, Derived Products, Other Products or Information Products at resolutions or reduced resolutions of 20 m or coarser. All such third party entities are bound to acknowledge the Licensor as the source of the original data in all commercial information products derived from the Product, Derived Product, or Other Derived Product so provided.

Appendix C - Suggested File naming/numbering Convention for Product Delivery Package

This appendix describes the Product file naming/numbering convention recommended for use in Delivery Package as described in Article 9.

File and folder name part of the Product Delivery Package must not use special characters or spaces. Only letters, underline “_”, hyphen “-” and comma “.” are allowed.

The file naming convention consists of four subfields separated by underscores and keys as follows:

SensorAbbr_SONSupplierOrderNumber_CONClientOrderNumber_COLNClientOrderLineNumber

Where:

SensorAbbr is the sensor abbreviation;

SupplierOrderNumber is the Offeror order number, starting with SON;

ClientOrderNumber is the Identified User requisition order number, starting with CON;

ClientOrderLineNumber is the Identified User order line/item number, starting with COLN

Note: all fields are upper case

Example: Delivery of Quickbird-2 imagery Product

SensorAbbr:	QB2
SupplierOrderNumber :	SKB978
ClientOrderNumber :	PACRE80012
ClientOrderLineNumber :	02
Product compressed (zip) file name:	QB2_SONSKB978_CONPACRE80012_COLN02.zip

Once unzipped, the folder <QB2_SONSKB978_CONPACRE80012_COLN02> is to contain the imagery files, metadata files, and other files in the Product Delivery Package as identified in Article 9.1.

Appendix D - Email Notification Requirements

This appendix describes the requirement content of the email notification to be sent to the Identified User and to the Designated Government Archive Centre after the Product Delivery Package is being delivered as described in Article 9, Product Delivery.

The minimum requirement content is:

1. Vendor Name =
2. Satellite =
3. Sensor =
4. Delivery date =
5. NMSO Contract Number =
6. Supplier Order Number =
7. Client Order Number =
8. Client Email =
9. IP Address = <ftp://ftp.neodf.nrcan.gc.ca> (NOTE: The Offerer must always be providing this FTP address in the email notification to the client. This is the only one clients have access. As described in Table 9, Summary of Product Delivery Methods and Addresses, the Offerers have access to other FTP addresses that clients do not have access.)
10. Directory Path = /dnd/ge1/ge1 (NOTE: the directory path used to deliver the Product Delivery Package – see Appendix E for details on the directory path to use for the delivery of Product Delivery Package)
11. Filename = GE1_GE1_SONPACGEO1039377_CONF5129-12-0505_COLN001.zip (name of the Product Delivery Package)
12. License class = X (where X refers to the licence class the product has been purchased with. If multiple license classes have been purchased, they should be listed with comma as delimiter.)

Appendix E - Designated Government FTP directory path to deliver Product Delivery Package

The Offeror must use the Designated Government FTP directory structure to deliver the Product Delivery Package. The path is based on 3 segments 1) satellite name 2) sensor name (as described in Table E.1); and 3) the government department name of the Identified User (available on the Call-Up) as described in Table E.21. The directory path is defined as /<dept>/<satellite>/<sensor>.

Table E.1 Mapping of <dept> directory segment and the Government Department of the Identified User

<dept>	Department / Agency Name (English)	Department/Agency Name (french)
aafc	Agriculture and Agri-Food Canada	Agriculture et Agroalimentaire Canada
aandc	Aboriginal Affairs and Northern Development Canada	Affaires autochtones et du développement du Nord canadien
cfia	Canadian Food Inspection Agency	Agence canadienne d'inspection des aliments
cis	Canadian Ice Service	Service Canadien des glaces
cnscc	Canadian Nuclear Safety Commission	Commission canadienne de sûreté nucléaire
csa	Canadian Space Agency	Agence Spatiale Canadienne
csec	Communications Security Establishment Canada	Centre de la sécurité des télécommunications Canada
dfait	Foreign Affairs and International Trade Canada	Affaires étrangères et Commerce international Canada
dfo	Fisheries and Oceans Canada	Pêches et Océans Canada
dnd	Department of National Defence (including Defence Research and Development Canada)	Défense nationale
ec	Environment Canada	Environnement Canada
elections	Elections Canada	Élections Canada
hrsdc	Human Resources and Skills Development Canada	Ressources humaines et Développement des compétences Canada
nrc	National Research Council	Conseil national de recherches Canada
nrcan	Natural Resources Canada	Ressources Naturelles Canada
pca	Parks Canada	Parcs Canada
phac	Public Health Agency of Canada	Agence de la santé publique du Canada
pssc	Public Safety Canada (including Royal Canadian Mounted Police, Communications Security)	Sécurité publique Canada (Gendarmerie royale du

<dept>	Department / Agency Name (English)	Department/Agency Name (french)
	Establishment Canada, Correctional Service of Canada)	Canada,, Centre de la sécurité des télécommunications Canada, Service correctionnel Canada)
pwgsc	Public Works and Government Services Canada	Travaux publics et Services gouvernementaux Canada
sc	Service Canada	Service Canada
stc	Statistics Canada	Statistique Canada

ANNEX "B"
BASIS OF PAYMENT

The Basis of Payment of the Standing Offer will be firm rates in accordance with the completed "Financial Offer Presentation Sheets" provided by the Offeror within its financial offer.

ANNEX "C"
SATELLITE PRODUCT AND SERVICE INFORMATION

(to be inserted at issuance of NMSO as per information submitted by Offeror to Attachment 1 to Part 3 of the RFSO, Satellite Product and Service Preparation Instructions)

ANNEX "D "
FILE STRUCTURE SPECIFICATIONS AND COMMUNICATION INTERFACES

(to be inserted at issuance of NMSO as per information submitted by Offeror to Part 6 of the
RFSO, Information Required Precedent to Issuance of a Standing Offer)

ANNEX "E"
UTILIZATION REPORT TEMPLATE

An example Utilization Report is included in the template to demonstrate how data must be provided. In the example, the last report submitted was for reporting period 2014-2015 Q4 (Jan-Mar).

Standing Offer Number	Standing Offer Title	Offeror	Reporting Period (Insert applicable FY)	Reporting Period (Insert Quarter, i.e. Q1, Q2, Q3 or Q4)	Department /Agency	Delivery Location (Province)	Call-Up Number or Call-Up Amendment Number *	Call-Up \$ Value for the Reporting Period (incl GST/HST)
xxxx-xxxxxx/xxx/	Commercial Satellite Imagery	Ace	2013-2014	Q3 (Oct-Dec)	Agriculture Canada	Ontario	xxxxxx-xxx	\$8,000.00
xxxx-xxxxxx/xxx/	Commercial Satellite Imagery	Ace	2013-2014	Q4 (Jan-Mar)	NIL	NIL	NIL	
xxxx-xxxxxx/xxx/	Commercial Satellite Imagery	Ace	2014-2015	Q1 (Apr-June)	Environment Canada	Quebec	xxxxxx-xxxxxx	\$5,000.00
xxxx-xxxxxx/xxx/	Commercial Satellite Imagery	Ace	2014-2015	Q2 (July-Sept)	Natural Resources Canada	Ontario	xxxxxx-xxx	\$4,000.00
xxxx-xxxxxx/xxx/	Commercial Satellite Imagery	Ace	2014-2015	Q3 (Oct-Dec)	Natural Resources Canada	Nova Scotia	xxxxxx-xxx	\$10,000.00
xxxx-xxxxxx/xxx/	Commercial Satellite Imagery	Ace	2014-2015	Q4 (Jan-Mar)	Natural Resources Canada	Nova Scotia	xxxxxx-xxx Amendment 001	\$2,000.00 **
xxxx-xxxxxx/xxx/	Commercial Satellite Imagery	Ace	2014-2015	Q4 (Jan-Mar)	Environment Canada	Quebec	xxxxxx-xxxxxx Amendment 001	(\$1,000.00) **
Cumulative \$ Value for all Call-Ups and all Reporting Periods (incl GST/HST):								\$26,000.00

* A call-up or call-up amendment must be reported within the reporting period for which it is received, as per the issue date of the call-up.

** The call-up \$ value for a call-up amendment is the \$ value increase or decrease to the call-up it is amending.