

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

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**THIS DOCUMENT CONTAINS A SECURITY**  
**REQUIREMENT**

<b>Title - Sujet</b> Mercury Global Anchor Stations	
<b>Solicitation No. - N° de l'invitation</b> W8474-14MG25/A	<b>Date</b> 2013-08-14
<b>Client Reference No. - N° de référence du client</b> W8474-14MG25	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ST-006-26331	
<b>File No. - N° de dossier</b> 006st.W8474-14MG25	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-10-02</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Thorsley, Mark	<b>Buyer Id - Id de l'acheteur</b> 006st
<b>Telephone No. - N° de téléphone</b> (819) 956-1772 ( )	<b>FAX No. - N° de FAX</b> (819) 997-2229
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DRIVE OTTAWA Ontario K1A0K2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

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## **Mercury Global Anchor Stations and In-Service Support**

### 1. SUMMARY

The Mercury Global project will provide the Department of National Defence (DND) with assured access to robust global wideband satellite communications to meet the needs of the Canadian Forces (CF) in the present and future.

Mercury Global will provide the CF with a secure, reliable and high availability wideband military X and Ka band communications space segment via an Memorandum Of Understanding (MOU) signed January 2012 with the US Department of Defense and other international partners. This MOU provides the CF with immediate access to the US Department of Defense's Wideband Global SATCOM (WGS) satellite constellation.

The requirements of the Mercury Global Project under this solicitation are as follows:

1. Deliver strategic Military X-band and Ka-band SATCOM Anchor Stations (AS) and associated equipment at three (3) Anchor Sites. These AS will enable backhaul connectivity into DND's Information Management Infrastructure from global theatres.
2. Deliver SATCOM In-Service Support (ISS) for all AS and associated equipment, compatible with DND operations in Canada.

It is Canada's intention to issue two (2) separate contracts to the same organization; one (1) for the Design and Build segment and one (1) for the In-Service Support segment.

The period of any resulting contract will be for a period not to exceed two (2) years from Contract Award for work covered by the Design and Build requirement.

The period of any resulting contract will be for a period of seven (7) years from Contract Award for work covered by the In-Service Support requirement, with the option to extend for two (2) additional five (5) year periods..

### 2. TRADE AGREEMENTS

This procurement is not subject to any Comprehensive Land Claim Agreement (CLCA) nor has it been set-aside for Aboriginal Business under the federal government's Set-Aside Program for Aboriginal Business.

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

### 3. INDUSTRIAL & REGIONAL BENEFITS

This procurement is subject to the Industrial Regional Benefits (IRB) Policy. The details of each of the IRB requirements are addressed in the solicitation

### 4. SECURITY REQUIREMENT

The resulting Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding and Production

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Capabilities at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The resulting Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must be a citizen of Canada, Australia, Belgium, Denmark, Luxembourg, Netherlands, New Zealand and, the United States and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.

For additional information, consult Part 6 - Security, Financial and Other Requirements, Part 7 - Resulting Contract Clauses - Design and Build and Part 8 - Resulting Contract Clauses - In-Service Support. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site."

This procurement is subject to the Controlled Goods Program.

## 5. CONFIDENTIALITY AGREEMENT

In order to receive a copy of the solicitation package and associated documents, bidders must sign and return the attached Confidentiality Agreement to the Contracting Authority identified below. Bidders are required to identify their Security Officer, to whom the solicitation package will be distributed.

## 6. MAXIMUM FUNDING

The maximum funding available for the Design and Build (DAB) contract resulting from the bid solicitation is \$60,000,000.00 (Goods and Services Tax or the Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum funding does not apply to the In-Service Support segment.

## 7. OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work sites. The site visits will be held as follows:

CFB Masstown, NS - 15 August 2013 at 08:00 ADT;  
CFB Esquimalt, BC - 19 August 2013 at 08:00 PDT; and  
DRDC Shirley's Bay, ON (*if requested*).

Bidders will require a Visit Clearance Request (VCR) for all attendees to visit the identified locations. Bidders are responsible for their own VCR through the appropriate organizations. A Letter of Invitation with applicable information will be provided to Bidders.

Bidders must communicate with the Contracting Authority no later than two (2) business days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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## 8. EVALUATION AND SELECTION METHODOLOGY

Proposals will be evaluated against Mandatory and Point-Rated criteria.

The responsive bid receiving the highest responsive combined rating of technical merit and price will be recommended for award of contract.

## 9. FAIRNESS MONITOR

Bidders are advised that Canada will be utilizing the services of a Fairness Monitor throughout the procurement process.

## 10. CONTRACTING AUTHORITY

The Contracting Authority (or delegated representative) is responsible for the management of the Request for Proposal and any resulting Contract. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposal are to be directed ONLY to the Contracting Authority named below.

Mark Thorsley  
Supply Team Leader  
Acquisitions Branch  
Public Works and Government Services Canada(PWGSC)

Telephone: (819) 956-1772

Fax: (819) 997-2229

E-mail address: mark.thorsley@tpsgc-pwgsc.gc.ca

The bid solicitation and related information is available to bidders who complete and submit the Confidentiality Agreement below. The bid solicitation includes documents containing information subject to disclosure restrictions. It is a condition of the bid solicitation that bidders sign the Confidentiality Agreement before the information is provided to them as part of the bid solicitation.

## CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF NATIONAL DEFENCE

Bid solicitation No. W8474-14MG25/A includes documents that are marked as WGS MOU PROJECT INFORMATION as they contain documents containing information subject to disclosure restrictions (the Confidential Information). The Confidential Information is not to be disclosed or used in any way other than as set out below.

1. The Bidder agrees that:
  - A. it must not, without first obtaining the written permission of the Contracting Authority, disclose the Confidential Information to anyone who does not meet the criteria set out in paragraph 2 below;
  - B. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - C. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note (recorded in any form or medium) that contains any information related to the Confidential Information.
2. The Confidential Information may only be disclosed, in accordance with the provisions of the Wideband Global Satellite Memorandum of Understanding, to employees of the Bidder who are citizens of the nations listed below. The nations are: Canada, Belgium, Denmark, Luxembourg, Netherlands, New Zealand, and United States of America.
3. The Bidder must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

4. The Bidder acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Bidder, or by anyone to whom the Bidder discloses the Confidential Information to comply with these conditions.
5. Nothing in this Confidentiality Agreement should be construed as limiting the Bidder's right to disclose any information to the extent that such information:
  - A. is or becomes in the public domain through no fault of the Bidder or any proposed subcontractor;
  - B. is or becomes known to the Bidder from a source other than Canada, except any source that is known to the Bidder to be under an obligation to Canada not to disclose the information;
  - C. is independently developed by the Bidder; or
  - D. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

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Name of Bidder

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Signed by its authorized representative

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Date

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This bid solicitation is being issued in support of Canada's participation in the Memorandum of Understanding among the Department of National Defence of Canada, The Ministry of Defence of the Kingdom of Denmark, The Minister of Defence of the Grand Duchy of Luxembourg, The Minister of Defence of the Kingdom of the Netherlands, The New Zealand Defence Force and The Department of Defense of the United States of America (the "WGS Participants") concerning the Joint Production, Operations, and Support of Wideband Global Satellite Communications ("WGS MOU"). Under the provisions of the WGS MOU, information generated by the participants may not be disclosed to third parties. A third party is any government other than a government of a WGS Participant and any person or entity of that is not a company incorporated in a WGS Participant country or is not a citizen of a WGS Participant country ("Third Party").

If a bidder identifies employee(s) who are not citizens of the WGS Participants (or Belgium) which employee(s) the bidder has determined will need access the Confidential Information to enable the bidder to submit a bid, the bidder is to notify the Contracting Authority that it wishes seek approval of a Third Party transfer to the country of which the employee is a citizen.

Please note that the Third Party transfer request process involves seeking the consent of the U.S. Government to the transfer to the specified country. The process can take three (3) months or more and depending on the country concerned, a transfer approval may not be granted.