REQUEST FOR STANDING OFFER

FOR CONSULTANCY SERVICES TO THE EARTH OBSERVATION APPLICATIONS AND UTILIZATIONS DIVISION

At the Canadian Space Agency

Bid Submission Deadline:

October 17, 2013 at 2:00 p.m. (EDT)

Submit Bids to:

Canadian Space Agency TENDERS RECEPTION OFFICE Receiving/Shipping (8:00 to 16:30) Closed between 12:00 and 13:00 6767 route de l'Aeroport Saint-Hubert (Quebec) J3Y 8Y9 Canada

Attention to: Isabelle Doray

Reference: CSA File n° 9F043-13-0295

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



September 23, 2013

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Introduction
- 2. Summary
- 3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Offers
- 3. Enquiries Request for Standing Offers
- 4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 1. Offer Preparation Instructions
 - Table C-1: Proposed Consultants
 - Table C-2: Qualifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection
 - Table B-1: Mandatory experience
 - Table B-2: Estimated Number of Standing Offers

PART 5 - CERTIFICATIONS

1. Certifications Required with the Offer

PART 6 - SECURITY

1. Security Requirement

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 1. Offer
- 2. Standard Clauses and Conditions
- 3. Term of Standing Offer
- 4. Performance evaluation
- 5. Authorities
- 6. Identified Users
- 7. Call-up Procedures
- 8. Call-up Instrument
- 9. Limitation of Call-ups
- 10. Financial Limitation
- 11. Priority of Documents
- 12. Certifications
- 13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Term of call-up
- 4. Basis of Payment Limitation of Expenditure Firm per diem rates
- 5. Definition of a Day/Proration
- 6. Travel Time
- 7. Invoicing Instructions

List of Annexes:

Annex A - Statement of Work

Table A-1: Categories of Services and Associated Main Tasks

Annex B - Basis of Payment

Table C-3: Firm Daily Rates per Category of Services

Annex C - Performance evaluation form

Annex D - Availability Confirmation Form

PART 1 - GENERAL INFORMATION

1. Introduction

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

- 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, if applicable, and the basis of selection;
- Part 5: Certifications:
 includes the certifications to be provided;
- Part 6: Security Requirements:
 includes specific requirements that must be addressed by offerors;
 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 Work, the Basis of payment and the performance evaluation form.

2. Summary

The purpose of this Request for Standing Offers (RFSO) is to make available to the Canadian Space Agency (CSA) a qualified list of consultants to provide expert advice, support, and assistance in the planning, administration, and implementation of activities related to Earth Observation (EO) and Space-Based Automated Identification System (AIS), on an "as and when" required basis.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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/1 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).

1.1 SACC Manual Clauses

Those clauses are incorporated by reference into and form part of the RFSO.

2006 (2013-06-01) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements

Delete paragraphe - 01 (2013-03-21) Code of Conduct and Certifications **Insérer** paragraphe - 01 (2012-03-02) Code of Conduct and Certifications

Modify 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: hundred twenty (120) days

M0019T (2007-05-25) - Firm Rates

2. Submission of Offers

Offers must be submitted only to the Canadian space Agency 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 or e-mail will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted **BY E-MAIL** to the Standing Offer Authority no later than **seven (7) 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 **Province of Quebec**.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer one (1) hard copy and one (1) electronic copy presented as a single document on a USB key

Section II: Financial Offer one (1) hard copy and one (1) electronic copy presented as a single document on a USB key

Section III: Certifications one (1) hard copy and one (1) electronic copy presented as a single document on a USB key

Prices must appear in the financial offer only.

No prices must be indicated in any other section of the offer.

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.

SECTION I: TECHNICAL OFFER

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

1. GENERAL INFORMATION

Will be contained within a single binder/document. The information shall be organised in the following order:

- > Title Page
- > Table of Contents
- Management Proposal
- > Appendices (used as references in support of proposals evaluation):
 - A. Résumés
 - B. Letters of reference
 - C. Any other Appendices deemed appropriate by the Offeror

2. MANAGEMENT PROPOSAL

The management proposal shall outline the overall Offeror structure and business activities, and the relevant qualifications and experience of the proposed consultant(s). The recommended content is presented in the following sub-sections.

2.1. Offeror Background

This sub-section shall contain a concise overview of the Offeror, its personnel and financial resources and related experience. It shall cover:

- the nature and structure of the offeror's organisation;
- the level of Canadian ownership;
- the location of the offeror's main office/headquarters;
- the size and general description of the offeror facilities;
- the size and composition of staff and collaborators;
- the principal product or field of endeavour;
- the annual business volume and general nature of the offeror's client base (lengthy corporate background material should be left to appendices).

2.2. Proposed Consultants

This sub-section shall clearly identify the proposed consultant(s), the category(ies) of services and task(s) for which they are proposed, as demonstrated in **Table C-1** below:

Table C-1: Proposed Consultants

Category of Services	Tasks (see Table A-1, Appendix A)	Proposed Consultants	Proposed Consultants (if applicable)	Etc. (if applicable)
	a			
EO Planning	b			
lo Haming	С			
	d			
	a			
EO Management	b			
no management	C			
	d			
Space-Based AIS	a			
Program Support	b			
liogiam bupport	С			

2.3. Qualifications of the Proposed Consultants

Qualifications of the proposed consultants shall be detailed by completing one Qualifications table for each proposed consultant, using **Table C-2** as a template. This table should be adapted to the consultant's category of services and to the task(s) to be executed by the consultant.

The total years of experience of the proposed consultants must be clearly demonstrated in **Table C-2**, by describing as many projects as required to obtain the minimal required years of experience for each category of services. Detailed résumés should be left to appendices.

2.4. Appendices

The following information should be included in appendices:

- Résumés;
- Letters of reference (if applicable); and
- Any other information, as deemed appropriate by the Offeror (e.g. corporate brochures).

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Table C-2: Qualifications

Part A: Personal Information	on					
Name of the Consultant:						
Education (1):						
]	Degree obtained	Name of the	University	Year of	graduation
Language(s) Proficiency:						
Part B: Relevant Experience	e Informat	ion				
CATEGORY OF SERVICES	PROPOSED TASK(S)	PROJECT NAME (2)	CLIENT CONTACT	GAINED DURIN	ELATED EXPERIENCE G THE PROJECT 3)	PROJECT DURATION (4)
	(a)	1)				
		2)				
		3)				
		Etc.				
				TOTAL	YEARS OF EXERIENCE:	
	(a)	1)				
		2)				
		3)				
		Etc.				
				TOTAL	YEARS OF EXERIENCE:	

NOTES:

- (1) Indicate the following information: Degree obtained, Name of the university and the Year of graduation.
- (2) Offerors should present as many projects as required to demonstrate that the proposed consultant meet the minimum years of experience in a specific category of services.
- (3) This column should list the experience gained by the proposed consultant during the project, including the experience directly related to the task(s) presented in Table A-1.
- (4) This column should demonstrate years of experience acquired by the consultant in the proposed category of services. The experience directly related to the task(s) for which the consultant is proposed should also be clearly demonstrated. The total should demonstrate that the consultant has the minimum required years of experience and has experience performing task(s) similar to the one (or those) for which the consultant is proposed, as specified in Appendix B.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b) Proposals will be evaluated separately for each category of services. The top Offeror(s) of each category meeting all requirements and offering the lowest daily rates will be included on a short list of qualified firms as detailed in this document.
- c) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Financial Evaluation

Bidders must submit their financial bid in accordance with the **Annex B Basis** of **Payment.** The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The following formula will be used for each category of services:

Evaluated price =

[average proposed daily rates of proposed consultants for Year 1 + average daily rate of proposed consultants for Optional Year] / 2

<u>Notes</u>: 1) Proposed daily rates are all inclusive (i.e. include Travel & Living expenses, except for travel expenses specifically requested by CSA as part of a call-up for services, as explained in Section 4.3 of Appendix A - Statement of Work).

2. EVALUATION CRITERIA

2.1 Mandatory Criteria

All Offerors must meet the mandatory requirements by demonstrating through the submission of proof in their bid that they meet the following mandatory requirements, as explained below:

- M.1 Proposal Format
- M.2 Years of Experience
- M.3 Number of Mandates
- M.4 Type of Experience
- M.5 Education
- M.6 Languages Proficiency
- M.7 Certification

The proposed consultants shall meet all mandatory criteria in a given category of services.

Any offer which fails to meet the following mandatory requirements will be declared non-compliant. Each requirement should be addressed separately.

2.2 Definitions for the purposes of this section:

An "Outside Client" is any legal entity that is not a parent, subsidiary or sister corporation of the Offeror and if the Offeror is a joint venture, then a client that is not a member of the said joint venture or a parent, subsidiary or sister corporation of a member of the said joint venture.

A "Project" is a contract between the Offeror or any member of a joint venture offeror and an Outside Client under which the Offeror or any member of a joint venture offeror has provided professional services to the Outside Client, and has fulfilled all of the terms of the contract.

M.1 Proposal Format

Proposals must be submitted in separate bound sections:

Section I: Technical Offer one (1) hard copy and one (1) electronic copy ideally presented as a single document on a USB key

Section II: Financial Offer (1 hard copie)

Section III: Certifications one (1) hard copy and one (1) electronic copy ideally presented as a single document on a USB key

M.2 Years of Experience

Each proposed consultant must have the minimum years of experience as detailed below in **Table B-1**.

Table B-1: Mandatory experience

CATEGORY OF SERVICES	MINIMUM REQUIREMENTS
EO Planning	Must have at least eight (8) years of experience providing expert advice, support and assistance related to EO initiatives or projects.
	AND
	Must have at least two (2) years of experience directly related to the task(s) for which the consultant is proposed, as follows:
	a) Coordinate working sessions with various EO communities (e.g. preparation of background documents, planning and preparation of meetings, preparation of progress documents and final reports);
	b) Undertake the consultation process with program EO stakeholders such as industry, universities, government organizations, other space agencies (e.g. elaboration of survey/questionnaire, support the challenge dialogue process and technological watch, preparation of requirements documents);

CATEGORY OF	MINIMUM REQUIREMENTS
SERVICES	
	c) Provide advice and assistance in planning and developing space technology and science roadmaps, including business plans, risk assessment, and related documentation;
	d) Develop programmatic strategies and thematic orientations documentation for space initiatives (e.g. elaboration of frameworks, concept papers, literature reviews, benefits and outcome studies, etc).
EO Management	Must have at least eight (8) years of experience providing expert advice, support and assistance related to EO initiatives or projects. AND
	Must have at least two (2) years of experience directly related to the task(s) for which the consultant is proposed, as follows:
	a) Elaborate statement of work and evaluation methodology for the selection of space-related projects or initiatives;
	b) Develop and report on program measurement (e.g. collection and reporting of information from industry, universities, government organizations, other space agencies in support to Program Activity Architecture (PAA), Reports on Plans and Priorities (RPP) reporting);
	c) Create and develop program outreach materials, synthetizing complex technical and scientific information in concise fashions;
	d) Perform project and program management activities (e.g. performing risk management activities, preparing project monitoring documentations).
Space-Based AIS Program Support	Must have at least one (1) year of experience providing expert advice, support and assistance in planning and developing space based AIS initiatives or projects.
	AND
	Must have at least two (2) years of experience directly related to the task(s) for which the consultant is proposed, as follows:
	 a) Undertake the consultation process with space-related stakeholders such as industry, universities, government organizations or other space agencies (e.g. elaboration of survey/questionnaire, support technological watch, preparation of requirements documents);
	b) Provide advice and assistance in planning and developing space-related business plans and risk assessment;
	c) Elaborate statement of work and evaluation methodology for the selection of space-related projects or initiatives.

M.3 Number of Mandates

Proposed consultants must have completed at least two (2) mandates directly related to each task for which they are proposed.

M.4 Type of Experience

Offerors must ensure that, for each category of services included in its proposal, the combined expertise of the proposed consultants covers all the tasks identified in Table A-1: Categories of Services and Associated Main Tasks, (Annex "A" - STATEMENT OF WORK) keeping in mind that more than one resource may be included in a proposal.

M.5 Education

For the EO Planning and EO Management categories:

> Proposed consultants must have a Bachelor degree from a recognized university in areas such as Physical sciences, Environment, Earth sciences, Geography, Remote sensing, or any disciplines relevant to EO applications. Proposed consultants may also have a Bachelor degree in Business or a MBA from a recognized university with a minimum of eight (8) years of experience in areas directly related to EO.

For the Space-Based AIS Program Support category:

> Proposed consultants must have a Bachelor degree from a recognized university in areas such as Physical sciences, Environment, Earth sciences, Geography, Remote sensing, or any disciplines relevant to space-based AIS.

M.6 Languages Proficiency

Proposed consultants must have an excellent command of the English language. Telephone interview may be conducted

M.7 Certification

The Part 5 - Certification must be sign by the person authorized to sign on behalf of the firm.

2.2 Basis of Selection

Offeror ranking and selection will be conducted in accordance with the following procedure:

- **Step 1:** Offerors who are compliant with ALL mandatory requirements will be ranked per category of services.
- **Step 2:** Offerors will be ranked per category of services in ascending order in accordance with the proposed daily rate.

Step 3: The responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer. A maximum number of resulting standing offers will be recommended for award for each category of services in accordance with **Table B-2**.

2.3 Oral Clarification

Offerors may be invited to participate in an oral interview with the evaluation committee. The purpose of the interview will be for the committee to ask specific questions to clarify elements of the Offeror's proposal.

Offerors will be given a minimum of one-week notice of the time of the interview. The preparation of any presentation material is optional. The interviews may be conducted in person or via teleconference, as agreed between the Offeror and the Crown.

The interviews will be organized and chaired by the Contract Authority. As a minimum, the proposed project manager must be available for the oral interview. Offerors will not be reimbursed for any costs associated with such an interview.

Table B-2: Estimated Number of Standing Offers

Category of Services	Number of Standing Offers	Estimated Value of the initial period by Standing Offer including all taxes	Estimated Value of the optional period by Standing Offer including all taxes
EO Planning	3	\$300 K	\$150 K
EO Management	3	\$300 K	\$150 K
Space-Based Automated Identification System (AIS) Program Support	1	\$200 K	\$100 K

PART 5 - CERTIFICATIONS

Certifications Required with the Offer

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1.1 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information https://srisupplier.contractscanada.gc.ca/. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

N):																																																			

1.2 Federal Contractors Program for Employment Equity

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)
available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to setaside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.3 Former Public Servant

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

1.2.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canadian Pension Plan Act</u>, R.S., 1985, c.C-8.

1.2.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes $(\)$ No $(\)$

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

1.2.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.2.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

1.4 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives.

Once the contract is issued, proposed substitutes must achieve the same rated qualifications or greater as the original resource at a daily rate no higher than the original resources being replaced and will be subject to approval by the Project Authority and the Contracting Authority of that project.

If after standing offer is issued and for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

1.5 Conflict of Interest - Unfair Advantage

In order to protect the integrity of any future procurement process, it is understood that **selected Offerors will not be entitled to bid on future Request for Proposals** for opportunities under the management of the CSA for which Offerors have provided advice under a call-up for services.

1.6 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

1.7 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.

CERTIFICATION SIGNATURE

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

- 1.1. Procurement Business Number
- 1.2. Federal Contractors Program for Employment Equity
- 1.3. Former Public Servant Certification
- 1.4. Status and Availability of Resources
- 1.5. Conflict of Interest Unfair Advantage
- 1.6. Education and Experience
- 1.7. Certification

We also certify that the signature below is that of a person authorized to sign on behalf of the firm.

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

PART 6 - SECURITY REQUIREMENTS

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **Reliability Status**, granted or approved by the Canadian space Agency.
- 3. The Contractor MUST NOT utilize it's Information Technology systems to electronically process, produce or store PROTECTED information until CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/CSA.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide hereunder;
 - (b) Industrial Security Manual (Latest Edition)



The second second

-	Contract Number / Numéro du contrat	_
	Security Classification / Classification de sécurité	-

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIF	ICATION DES EXIGENCES RE	LATIVES À LA S	ÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE				Discovery of the second
Originating Government Department or Organiza			or Directorate / Direction géné	
Ministère ou organisme gouvernemental d'origin	7,00		ation de satellite, infrastructure	
3. a) Subcontract Number / Numéro du contrat de s	sous-traitance 3. b) Name an		ntractor / Nom et adresse du se ion compétitive d'entrepreneurs	
4. Brief Description of Work / Brève description du	travail			
Services de consultation pour la division des Applicati				
5. a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchand				✓ No Yes
5. b) Will the supplier require access to unclassified		nrovisions of the T	echnical Data Control	No Yes
Regulations?	military technical data subject to the	provisions of the T	Schilled Bata Control	Non Oui
Le fournisseur aura-t-il accès à des données t	echniques militaires non classifiées	gui sont assujetties a	aux dispositions du Règlement	
sur le contrôle des données techniques?	•			
Indicate the type of access required / Indiquer le	type d'accès requis			
6. a) Will the supplier and its employees require ac	cess to PROTECTED and/or CLASS	IFIED information of	assets?	No Yes
Le fournisseur ainsi que les employés auront-	ils accès à des renseignements ou à	des biens PROTÉG	ÉS et/ou CLASSIFIÉS?	L Non ✓ Oui
(Specify the level of access using the chart in	Question 7. c)			
(Préciser le niveau d'accès en utilisant le table				
6. b) Will the supplier and its employees (e.g. clean	ers, maintenance personnel) require	access to restricted	access areas? No access to	✓ No Yes
PROTECTED and/or CLASSIFIED information	or assets is permitted.		diamaka anataniatano I inanka	Non Oui
Le fournisseur et ses employés (p. ex. nettoye	of Cartan Cl ASSISTED Plant and	acces a des zones	d acces restreintes? Lacces	
à des renseignements ou à des biens PROTÉ	GES evou CLASSIFIES II est pas at	nonse.		No Yes
S'agit-il d'un contrat de messagerie ou de livra	inent with no overnight storage?	de nuit?		Non Oui
7. a) Indicate the type of information that the suppli		er le type d'informati		avoir acces
Canada ✓	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à I			•	
No release restrictions	All NATO countries	1	No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion	1		à la diffusion	
Not releasable	1			
À ne pas diffuser				
	1	1		
Restricted to: / Limité à :	Restricted to: / Limité à :	1	Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le	e(s) pavs :	Specify country(ies): / Précis	er le(s) pays :
Specify country(les). 71 recises lots) pays .	opecity country(los): 7 7 recises to	(o, pa) o .	l opening country (rece): 1 1 cons	o. 10(0) pays .
7. c) Level of information / Niveau d'information	NATO LINCI ASSISIED		PROTECTED A	
PROTECTED A	NATO UNCLASSIFIED		PROTEGÉ A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTECTED B	H
PROTECTED B	NATO RESTRICTED	-	PROTEGIED B PROTÉGÉ B	
PROTÉGÉ B	NATO DIFFUSION RESTREINT		PROTEGE B PROTECTED C	=
PROTECTED C	NATO CONFIDENTIAL			
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	\exists
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	\equiv
SECRET	COSMIC TOP SECRET		SECRET	
SECRET	COSMIC TRÈS SECRET		SECRET	
TOP SECRET			TOP SECRET	
TRÈS SECRET L			TRÈS SECRET	=
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä'

Government Gouvernement du Canada

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

PART A (continued) / PARTIE A (suito) 8. Will the supplier require access to PROTECTED a Le fournisseur aura-t-il accès à des renseignemen If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité	nd/or CLASSIFIED COMSEC information or assets? ts ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	V No Yes Non Oui
9. Will the supplier require access to extremely sens		No Non Oui
Short Title(s) of material / Titre(s) abrégé(s) du ma Document Number / Numéro du document :	1	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - 10. a) Personnel security screening level required / N		
RELIABILITY STATUS COTE DE FIABILITÉ		P SECRET ÈS SECRET
TOP SECRET – SIGINT TRÈS SECRET – SIGINT		SMIC TOP SECRET SMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS		
Special comments: Commentaires spéciaux :		
NOTE: If multiple levels of screening REMARQUE: Si plusieurs niveaux o	ure identified, a Security Classification Guide must be provided. e contrôle de sécurité sont requis, un guide de classification de la sécurité de	oit être fourni.
10. b) May unscreened personnel be used for portion Du personnel sans autorisation sécuritaire per	s of the work?	No Ves Non ✓ Ves
If Yes, will unscreened personnel be escorted' Dans l'affirmative, le personnel en question se		No Ves Non ✓ Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C		of the control of the
INFORMATION / ASSETS / RENSEIGNEMEN	S / BIENS	2
premises? Le fournisseur sera-t-il tenu de recevoir et d'er	re PROTECTED and/or CLASSIFIED information or assets on its site or treposer sur place des renseignements ou des biens PROTÉGÉS et/ou	No Non Oui
CLASSIFIÉS?	000014	No Yes
 b) Will the supplier be required to safeguard COM Le fournisseur sera-t-il tenu de protéger des re 		Non Oui
PRODUCTION		
occur at the supplier's site or premises?	d/or modification) of PROTECTED and/or CLASSIFIED material or equipment a production (fabrication et/ou réparation et/ou modification) de matériel PROTÉ	No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
		□ No □ Yes
information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres	to electronically process, produce or store PROTECTED and/or CLASSIFIED systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non Oui
renseignements ou des données PROTÉGÉS e	ou CLASSIFIÉS?	
	er's IT systems and the government department or agency? tème informatique du fournisseur et celui du ministère ou de l'agence	V Non
700007 050 1000001//	Our it Classification (Classification)	
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité	Canadä

		_
1	W	
1	*	
- 1	T	

Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART C - (continue	nd) I	PAR	TIF	C . (suite)	en Talonia	- D - 1300	C/160.00020	Approximate the second	charles per		1-296	Gallery o	160	1603345455	Called the Sa	ar has sales at
For users comple	eting				e the sum	mary cha	rt below to in	dicate the cat	egory(ies) and leve	l(s) o	f saf	egua	arding required	at the su	pplier's
site(s) or premise Les utilisateurs of		omnl	icco	nt le formulaire	manuall	oment de	ivent utiliser	la tableau réc	anitulatif	ci_dessou	e noi	ır inc	liane	or nour chaqu	e catégori	ie les
niveaux de sauve								ie tableau rec	apitulatii	G-ucssou	s pot	21 1110	nque	i, pour criaqui	calegon	c, ics
For users comple Dans le cas des																saisies
dans le tableau r	éca	pitula	atif.		91	IMMARY	CHART /	TABLEAU F	ÉCADITI	II ATIE						
					30	JIVIIVIAKT	CHART /	IABLEAU	CECAPIT	JLATIF						
Category	DD.	OTECT	ED	CIA	ASSIFIED			NATO			Т			COMSEC		$\overline{}$
Catégorie	PR	ROTÉG	ΒÉ		ASSIFIÉ									00020		
	А	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens		U	^													
Production											Т					
IT Media / Support TI		6														
IT Link / Lien électronique															,	
12. a) Is the descrip La description										SIFIÉE?				D	Non Non	Yes, Oui
If Yes, classify Dans l'affirma « Classification	tive	, cla	ssif	ier le présent	formulai	re en indi	iquant le niv									
12. b) Will the docur La documentat														[-	✓ No Non	Yes
If Yes, classify attachments (Dans l'affirma « Classificatio des pièces joi	e.g. tive on d	SEC , cla le sé	SSIF	T with Attachi ier le présent	ments). formulair	re en indi	quant le niv	eau de sécur	ité dans	la case in	titul	ée				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canad'ä

*	Government of Canada	Gouvernement du Canada	
BART D - AU	,		,

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PART	TIE D - AUTORISATIO	N	London Service Company	Market excess in			
Organization Project Authority / O	Chargé de projet de l'org	ganisme					
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature		0	
Denis Auger	Chef, AOAU		far 1				
Telephone No Nº de téléphone 450-926-4456	E-mail address - Adresse cou denis.auger@asc-csa.gc.ca		rriel	Date 10 septembre 2013	Yann Denis		
14. Organization Security Authority /	Responsable de la séc	urité de l'organ	nisme		- 0		
Name (print) - Nom (en lettres moulé	es)	Title - Titre	Title - Titre Signature				
Gilles Vézina Gestionnaire, Service de			20	Set Osi	na		
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cour	rriel	Date 25-0	9-12	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No Ves Oui							
Procurement Officer / Agent d'app	provisionnement						
Name (print) - Nom (en lettres moulées) Title - Titre Signature Contract Acent							
Telephone No N° de téléphone Facsimile No N° de télécopieur E-mail address - Adresse courriel Date							
17. Contracting Security Authority / Autorité contractante en matière de sécurité							
Name (print) - Nom (en lettres moulée	es)	Title - Titre		Signature			
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cou	ırriel	Date		

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä'

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work 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 https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3

2.1 General Conditions

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

Delete paragraph 2005 11 (2012-11-09) Code of Conduct and Certifications **Insert** paragraph 2005 11 (2012-03-02) Code of Conduct and Certifications

3. Term of Standing Offer

3.1 Period of the Standing Offer

One (1) year period starting from the standing offer award date

3.2 Extension of Standing Offer

The Offeror offers to extend its offer for an additional one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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. Performance evaluation:

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX C.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Isabelle Doray Title: Contract Agent Canadian Space Agency

Address: 6767 Route de l'Aéroport

St-Hubert, Quebec

J3Y 8Y9

Telephone: 450-926-4873

E-mail: Isabelle.Doray@asc-csa.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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is:

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

The Project 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.

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the project authority of the Earth Observation Applications & Utilization Programs through the Standing Offer Authority

7. Call-up Procedures

The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the selection methodology

7.1. Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will submit to the highest-ranked offeror, INTO THE NEEDED CATERGORY OF SERVICES, the "Availability Confirmation Form - ANNEX D" to determine if the requirement can be satisfied by that offeror.

By submitting and signing a response to the Availability Confirmation Form, the highest-ranked offeror, **INTO THE REQUESTED CATEGORY OF SERVICES**, will be awarded a call-up against its standing offer.

If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror INTO THE NEEDED CATERGORY OF SERVICES.

The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.

In other words, call-ups are made based on the "right of first refusal" basis INTO THE SAME NEEDED CATERGORY OF SERVICES.

When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

The resulting call-ups are considered competitive and the competitive call-up authorities can be used up to \$75,000.00 applicable Taxes included.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942, Call-up Against a Standing Offer document.

9. Limitation of Call-ups

The Identified Standing Offer Authority may authorize individual call-ups to a limit of \$75,000.00 applicable Taxes included.

10. Limitation of expenditures

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of _____see page 16 - Table B-2: Estimated Number of Standing Offers (applicable taxes included) unless otherwise authorized in writing by the Standing Offer Authority.

The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the standing offer 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) 2005 (2012-11-19) General Conditions Standing Offers Goods or Services, apply to and form part of the Standing Offer.

Delete paragraph 2005 11 (2012-11-09) Code of Conduct and Certifications - Offer

 ${\tt Insert}$ paragraph 2005 11 (2012-03-02) Code of Conduct and Certifications - Offer

- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Performance evaluation
- g) the Offeror's offer dated _____ (insert date of offer)

12. Certifications

Compliance with the certifications 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 or 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.

13. 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 Province of ______.

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 Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010B (2013-06-27), general conditions - Professional Services (Medium Complexity)

Delete paragraph 2010B 31 (2012-11-09) Code of Conduct and Certifications Insert paragraph 2010B 31 (2012-03-02) Code of Conduct and Certifications

2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

3. Term the call-ups

The Work must be completed in accordance with each call-up against the Standing Offer.

4. Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the call-up made pursuant to the Standing Offer (942 form), in accordance with the Annex B - Basis of payment.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

4.1 For Limitation of Expenditure Call-Ups

A. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the 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.

OR

B. Progress Payments

- 1) Canada will make progress payments in accordance with the payment provisions of the call-up, no more than once a month, for cost incurred in the performance of the Work up to one-hundred (100) percent of the amount claimed and approved by Canada 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.
- 2) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

4.2 For Firm Price Call-Ups

A. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

OR

B. Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed and the payment provisions of the 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.

5. Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays

and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

6. Travel Time

The Contractor will not be paid any firm per diem rates for travel time.

*Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual travelling to and from specific preauthorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

(Hours of travel × 50% of firm all-inclusive per diem rate) ÷ 7.5 hours

The firm all inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment that is less than 100 kilometers. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under any resulting contract.

6.1. Travel and Living Expenses

In accordance with:

- a) The Treasury Board Travel Directive, Appendices B, C and D http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng&merge=2, and
- b) The "Special Travel Authorities" Directive, Section 7 for "Persons on contract" http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta-eng.asp :

The contractor will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the Work, with no allowance for profit and/or administrative, upon presentation of supporting documentation except for meals, mileage and incidentals which will be reimbursed without receipts in accordance with the allowances specified in Appendices B, C and D.

The department will reimburse Contractors up to full-fare economy class only, upon presentation of an electronic ticket receipt indicating the class and price of the ticket.

All travel must have the prior authorization of the technical authority

7. Invoicing Instructions

The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the call-up. Each invoice must indicate whether it covers partial or final delivery.

7.1. Invoices must show:

- a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, Standing offer number, call-up number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
- c) deduction for holdback, if applicable;
- d) the extension of the totals, if applicable; and
- e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- f) If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
- g) By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Annex "A" - STATEMENT OF WORK

1. SCOPE

1.1 Purpose

The purpose of this Request for Standing Offers (RFSO) is to make available to the Canadian Space Agency (CSA) a qualified list of consultants to provide expert advice, support, and assistance in the planning, administration, and implementation of activities related to Earth Observation (EO) and Space-Based Automated Identification System (AIS), on an "as-and-when" required basis.

1.2 Background

The CSA coordinates and manages a number of complex and interrelated space and ground assets and programs that produce EO applications in collaboration with various partners, which in turn, deliver substantial economic, societal and environmental benefits for Canadians.

Space-based satellites capture and deliver data from a unique vantage point. It is the EO applications that transform that raw data into information of critical importance to people and society. The use of these specialised applications by government departments and partners enhances their ability to protect citizens during natural and human-induced disasters, improves understanding of the environmental sources of health hazards, supports the management of energy resources, speeds the response to climate change and its impacts, safeguards precious water resources, improves the precision of weather forecasts, actively manages ecosystems, and promotes sustainable agriculture and the conservation of biodiversity.

The CSA's EO Applications and Utilizations division is working closely with several stakeholders such as industry, other government departments, or universities, to stimulate the use and development of EO applications to generate benefits for Canada and to support the introduction of space-based AIS data linked to governmental priorities through activities such as the development of applications using this new data set.

In managing its activities, there are occasions when additional services are required to provide specialized skills needed for a particular task that lies outside the Agency's resources. As a result, the CSA needs to establish a list of qualified resources for the following categories of services:

- EO Planning
- EO Management
- Space-Based AIS Program Support

1.3 Call-ups for Services

The services will be arranged through call-ups to the standing offer. Being on the qualified list does not necessarily guarantee that there will be any call-ups for work to be performed.

This document is issued in anticipation of future needs, but does not necessarily mean that the needs will materialize in all of the areas covered

in this request. Factors that could influence call-ups include a good match between the specific needs and the knowledge and experience of the qualifying consultants.

2. REQUIREMENTS

Offerors may submit proposals covering one or more category(ies) of services. To be considered responsive in a category, an Offeror must propose qualified consultant(s) having the required experience to perform all the tasks required for that category, as indicated in **Table A-1**.

Proposed consultant(s) may have the required experience to perform one or more tasks, as long as the Offerors ensure that their proposal covers all tasks identified in **Table A-1**, for the specific category(ies) covered by their proposal.

Table A-1: Categories of Services and Associated Main Tasks

CATEGORY OF	MAIN TASKS:
SERVICES	
EO Planning	Provide expert advice, support, and assistance in the planning, administration, and implementation of activities of strategic relevance to EO objectives. Activities in this category include, but are not limited to:
	a) Support the coordination of working sessions with various EO communities;
	b) Support the consultation process with program EO stakeholders such as industry, universities, government organizations, other space agencies, in the context of science and technology planning and prioritization;
	c) Support the planning and the development of space technology and science roadmaps, including business plans, risk assessment, and related documentation;
	d) Support the development of programmatic strategies and thematic orientations documentation for space initiatives.
EO Management	Provide expert advice, support and assistance in developing, implementing, and administering EO related initiatives or projects and in the preparation of EO Program Management documents and activities. Activities in this category include, but are not limited to:
	a) Support the elaboration of statement of work and evaluation methodology for the selection of space-related projects or initiatives;
	b) Support the development and reporting on program measurement;
	c) Support the creation and development of program outreach materials synthetizing complex technical and scientific information in a concise fashion;

CATEGORY OF SERVICES	MAIN TASKS:
	d) Support project and program management activities.
Space-Based AIS Program Support	Provide expert advice, support, and assistance in planning, developing, and implementing space-based AIS related initiatives or projects. Activities in this category include, but are not limited to: a) Support the consultation process with space-based AIS stakeholders such as industry, universities, government organizations, other space agencies; b) Support the planning and the development of space-based AIS application development business plans and risk assessment; c) Elaborate statement of work and evaluation methodology for the selection of space-related projects or initiatives.

3. MEETINGS AND DELIVERABLES

The project meetings and deliverables are:

- (a) written monthly progress reports that include a summary of accomplishments for each assigned task;
- (b) written final reports for each assigned task;
- (c) summary records of all meetings between the CSA and contractor staff;
- (d) reports/documents directly related to the assigned EO or space-based AIS tasks, as directed by the Program Authority (PA). Such deliverables could include, but are not limited to:
 - background documents, progress documents or final reports;
 - surveys/questionnaires;
 - requirements documents;
 - space technology and science roadmaps, including business plans, risk assessments, and related documentation;
 - frameworks, concept papers, literature reviews, benefits and outcome studies;
 - statement of work, evaluation methodology, and evaluation recommendations;
 - reports on information from industry, universities, government organizations, or other space agencies in support to program activity architecture, reports on plans and priorities;
 - outreach materials synthetizing complex technical and scientific information in concise fashions; and
 - project monitoring documents.
- (e) meetings as directed by individual call-ups against a Standing Offer.

At the end of the contract, all data, electronic files and documentation created by, or provided to, the contractor for the performance of the call-up shall be returned to the Program Authority.

4. Miscellaneous

4.1 Computing autonomy

Selected Contractors shall have full computing autonomy in working on-site and off-site.

4.2 Travel

It is anticipated that the majority of technical and analytical work will be undertaken and completed at the Offeror's facilities.

However, trips to the CSA may be required as part of the work to be performed under the standing offers and no Travel and Living expenses will be paid by the CSA for work to be executed at its facilities.

From time to time, trips may be required at locations other than the CSA facilities. These occasions will be specified in each individual call-up, and the Offeror's response shall specify separately Travel and Living expenses, not to exceed Treasury Board guidelines.

4.3 Languages

Most of the deliverables will be in English but some may have to be in French. The consultants may also be requested to participate in meetings held in French or in both official languages.

Annex "B" - BASIS OF PAYMENT

Table C-3: Firm Daily Rates per Category of Services

CATEGORY OF SERVICES	YEAR	PROPOSED RATE 1
		Consultant 1:
	First Year	Consultant 2:
	First Year	Etc
1) EO Planning		AVERAGE for evaluation purposes only:
		Consultant 1:
	Optional Year	Consultant 2:
	Optional real	Etc
		AVERAGE for evaluation purposes only:
	AVERAGE of the 2 years	
		Consultant 1:
	First Year	Consultant 2:
	FIISC Tear	Etc
2) EO Management		AVERAGE for evaluation purposes only:
		Consultant 1:
	Optional Year	Consultant 2:
		Etc
		AVERAGE for evaluation purposes only:
	AVERAGE of the 2 years	
		Consultant 1:
	First Year	Consultant 2:
		Etc
3) Space-Based AIS Program Support		AVERAGE for evaluation purposes only:
		Consultant 1:
	Optional Year	Consultant 2:
		Etc
		AVERAGE for evaluation purposes only:
	AVERAGE of the 2 years	

NOTE:

1) If more than one consultant is proposed to cover the tasks in a specific category of services, the average daily rate of proposed consultants will be used for evaluation purposes.

ANNEX "E" - PERFORMANCE EVALUATION REPORT										
Upon fulfillment of a contract, this q responsible project authority/ technic					t be	com	ple	ted by	y the	9
Name of contractor:	Co	ntra	ct c	ompl	etio	n da	te:			
Name of project authority		anch	:							
Contract no.:	Pr	rojec	t na	me:						
Supplier										
	10 à 9 = 6 à 5 = 2 à 1 = Excellent Satisfactory Unsatisfactor					ry				
Rating scale:	8 à Good	7 = V	ery	4 à	3 = P	oor				
1) Did the supplier provide	10	9	8	7	6	5	4	3	2	1
consultants with the education, accreditation and experience indicated in the contract?	Com	ment	s:					·		
2) Please rate the overall quality of the services provided by this supplier.	10 Com	9 ment:	8	7	6	5	4	3	2	1
3) Please rate the responsiveness of	10	9	8	7	6	5	4	3	2	1
the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.	Com	 ment:	s:							
4) Was the work performed in	10	9	8	7	6	5	4	3	2	1
accordance with the requirements specified in the statement of work?		ments	g:					•		,
5) Please rate the quality of	10	9	8	7	6	5	4	3	2	1
communication between the department and the supplier.	Com	ment	s:							
6) Were all administrative documents received in accordance with the	10	9	8	7	6	5	4	3	2	1
requirements of the contract?	Com	ment	s:							
Administrative documents can include but are not limited to: • Invoices • Progress reports • Reports on use or business volume										
Meeting agendas and minutesDocumentation and quality of work										
Total /60	Excellent: 54 et 60 Poor: 18 à 29 Very Good: 42 à 53 Unsatisfactory: 18 or less									
Signatures Bloc - Evaluation Excellent, Very good or Satisfactory										
Signatures bloc - Evaluation Exc	`GTT6	=11 L ,	very	goc	u or	adt	LSI	actor	Y	
Project Authority	(Contr	act	Agen	ıt:					
Signatures Bloc - Evaluat	ion	Poor	or	Unsa	tisf	acto	ry			
Technical Expert	S	Suppl	у Ма	nage	er:					

ANNEX D - AVAILABILITY CONFIRMATION FORM							
Requisition number:							
Project Authority/ Identified Users							
Supplier:							
Standing offer #: 9F043-1	3-0295/XXX						
Categoriy of services need	ded:						
Tasks to be executed:							
-			ION REQUEST				
Description of Work to be		on by F	Project Authority)				
percurpation of work to be		tement	of Work				
PERIOD OF SERVICES	From:		To:				
Work Location							
Travel Requirements		Yes	☐ No Specify:				
Other Conditions /Restrain	Other Conditions /Restraints						
LEVEL OF SECURITY CLEARANCE	CE REQUIRED	FOR TH	IE CONTRACTOR'S PER	SONNEL			
☐ Reliability Status ☐ Secret ☐ Top Secret ☐ Other							
			PROPOSAL by Contractor)				
Estimated Cost Contract (
Category and Name of	Firm Ra	ate	Estimated	Total cost			
Proposed Resource			Level of effort				
Professional services estimated cost			Total				
			GST				
	Grand Total (services)						
Travel & Living	Estimated Cost						
114/01 (11/11)	GST GST						
	Cran	Total	(Traval C Living)				
Grand Total (Travel & Living)							
Grand Total for Labour and Travel							
Basis of Payment (TBD by Project Authority)							
The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the call-up made pursuant to the Standing Offer (942 form), in accordance with the Annex B - Basis of payment of the Standing offer							
No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be							

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Limitation of Expenditure Call-Up with Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the 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;
- ${f c}$) the Work delivered has been accepted by Canada.

OR

Limitation of Expenditure Call-Up with Progress Payments

Canada will make progress payments in accordance with the payment provisions of the call-up, no more than once a month, for cost incurred in the performance of the Work up to one-hundred (100) percent of the amount claimed and approved by Canada 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.

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

OR

Firm Price Call-Up with Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

ΛÞ

Firm Price Call-Up with Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed and the payment provisions of the 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.

AUTHORITIES APPROVAL				
Authorities signature				
Name and Title of Individual Authorized to Sign				
on Behalf of Contractor	Date			
Name of Individual Authorized to Sign				
on Behalf of Canadian space Agency Project Authority	Date			
Isabelle Doray				
Name of Individual Authorized to Sign				
on Behalf of Canadian space Agency Contracting Authority	Date			