

REQUEST FOR STANDING OFFER  
FOR CONSULTANCY SERVICES TO THE EARTH OBSERVATION  
APPLICATIONS AND UTILIZATIONS DIVISION

At the Canadian Space Agency

**Bid Submission New Deadline:**  
October 31, 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'Aéroport  
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.



October 17, 2013

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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, 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.

**Enquiry #1:**

In Table C-2: Qualifications note 3 - description of related experience, Bidders are supposed to demonstrate candidates' relevant experience referring to Table A-1, Annex A -SOW which lists tasks per category (no years experience are specified). However on Page 13 M2 - Mandatory Experience - Table B-1 -the required years of experience per task and the related tasks per category are stated. While Table B-1 tasks are similar, they are not exactly the tasks listed in the SOW Table A-1. Which tasks are we to demonstrate our candidates qualifications to- M.2 Table B-1 Mandatory experience or SOW Table A-1?

**Answer enquiry #1:**

Bidders must demonstrate candidates' relevant experience referring to Table B-1.

**Enquiry #2:**

In Table C-2: Qualifications note 4 refers to "as specified in Appendix B", we are unable to locate an Appendix B in the RFSO, could you please direct us as to where it could be located. Perhaps the reference should be to Table B-1 but then Bidders would be required to demonstrate to two different sets of tasks (Tables A-1 and B1)?

**Answer enquiry #2:**

Note 4 of Table C-2 Qualifications should have referred to Table B-1. As for example, in order to be qualified to perform task "a) Support the coordination of working sessions with various EO communities under EO planning" of SOW (Table A-1), proposed consultant must demonstrate compliance with the minimum corresponding requirements "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...) " as identified in Table B-1 Mandatory experience.

**Enquiry #3:**

The RFSO asks that the Bidders complete Table C-2 Qualifications found on RFSO page 11. Is a different format than Table C-2 can be use for the demonstration of the candidates' qualifications?

**Answer enquiry #3:**

Bidders may use a different format than Table C-2. However, it is strongly suggested to use Table C-2 as a template since the evaluation methodology has been developed accordingly. Proposals are evaluated on face value and the information requested in Table C-2 should be provided in a clear and concise fashion.

**Note #1**

"Proposed consultants must demonstrate in their proposal that education requirements, if not listed, are relevant to EO applications/Space-based AIS. The evaluation process will determine if a candidate is compliant for a given category."

**Note #2**

The Request for Standing Offer for Services to the Earth Observation Applications and Utilizations Division is open only to Canadian suppliers. Adding international consultants or affiliates will not give more value to the proposal since they are not eligible and therefore will not be evaluated.

**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)
EO Planning	a			
	b			
	c			
	d			
EO Management	a			
	b			
	c			
	d			
Space-Based AIS Program Support	a			
	b			
	c			

**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					
Name of the Consultant:					
Education (1) :					
		Degree obtained	Name of the University	Year of graduation	
Language(s) Proficiency:					
Part B: Relevant Experience Information					
CATEGORY OF SERVICES	PROPOSED TASK(S)	PROJECT NAME (2)	CLIENT CONTACT	DESCRIPTION OF RELATED EXPERIENCE GAINED DURING THE PROJECT (3)	PROJECT DURATION (4)
	(a)	1)			
		2)			
		3)			
		Etc.			
					TOTAL YEARS OF EXPERIENCE:
	(a)	1)			
		2)			
		3)			
		Etc.			
					TOTAL YEARS OF EXPERIENCE:

**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 Table B-1.

## 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

**Notes:** 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	<p>Must have at least eight (8) years of experience providing expert advice, support and assistance related to EO initiatives or projects.</p> <p style="text-align: center;"><b>AND</b></p> <p>Must have at least two (2) years of experience directly related to the task(s) for which the consultant is proposed, as follows:</p> <p>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);</p> <p>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);</p>

CATEGORY OF SERVICES	MINIMUM REQUIREMENTS
	<p>c) Provide advice and assistance in planning and developing space technology and science roadmaps, including business plans, risk assessment, and related documentation;</p> <p>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).</p>
<b>EO Management</b>	<p>Must have at least eight (8) years of experience providing expert advice, support and assistance related to EO initiatives or projects.</p> <p style="text-align: center;"><b>AND</b></p> <p>Must have at least two (2) years of experience directly related to the task(s) for which the consultant is proposed, as follows:</p> <p>a) Elaborate statement of work and evaluation methodology for the selection of space-related projects or initiatives;</p> <p>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);</p> <p>c) Create and develop program outreach materials, synthesizing complex technical and scientific information in concise fashions;</p> <p>d) Perform project and program management activities (e.g. performing risk management activities, preparing project monitoring documentations).</p>
<b>Space-Based AIS Program Support</b>	<p>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.</p> <p style="text-align: center;"><b>AND</b></p> <p>Must have at least two (2) years of experience directly related to the task(s) for which the consultant is proposed, as follows:</p> <p>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);</p> <p>b) Provide advice and assistance in planning and developing space-related business plans and risk assessment;</p> <p>c) Elaborate statement of work and evaluation methodology for the selection of space-related projects or initiatives.</p>

### **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.

#### **Note #1:**

"Proposed consultants must demonstrate in their proposal that education requirements, if not listed, are relevant to EO applications/Space-based AIS. The evaluation process will determine if a candidate is compliant for a given category."

### **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**

**1. 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.

Procurement Business Number (PBN): \_\_\_\_\_

**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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's](http://www.hrsdc-labour.gc.ca/) website.

Canada will have the right to declare an offer non-responsive, or to set-aside 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 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.

### 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 Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 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**

1. 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)



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	ASC	2. Branch or Directorate / Direction générale ou Direction Exploitation de satellite, infrastructures et applications
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Sélection compétitive d'entrepreneurs par Appel d'offres	
4. Brief Description of Work / Brève description du travail Services de consultation pour la division des Application et utilisation en observation de la terre.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Denis Auger		Chef, AOU	<i>Denis Auger</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
450-926-4456	450-926-4613	denis.auger@asc-csa.gc.ca	10 septembre 2013
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Gilles Vézina Gestionnaire, Service de sécurité			<i>Gilles Vézina</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
450-926-6448			2013-09-12
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?			
			<input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Isabelle Doray		Contract Agent	<i>Isabelle Doray</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
			19-09-2013
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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## **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](mailto: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 CATEGORY 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 CATEGORY 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 CATEGORY 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

**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:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- 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 pre-authorized 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:

$$(\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}) \div 7.5 \text{ hours}$$

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](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 SERVICES	MAIN TASKS:
EO Planning	<p>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:</p> <ul style="list-style-type: none"> <li>a) Support the coordination of working sessions with various EO communities;</li> <li>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;</li> <li>c) Support the planning and the development of space technology and science roadmaps, including business plans, risk assessment, and related documentation;</li> <li>d) Support the development of programmatic strategies and thematic orientations documentation for space initiatives.</li> </ul>
EO Management	<p>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:</p> <ul style="list-style-type: none"> <li>a) Support the elaboration of statement of work and evaluation methodology for the selection of space-related projects or initiatives;</li> <li>b) Support the development and reporting on program measurement;</li> <li>c) Support the creation and development of program outreach materials synthesizing complex technical and scientific information in a concise fashion;</li> </ul>

CATEGORY OF SERVICES	MAIN TASKS:
	d) Support project and program management activities.
<b>Space-Based AIS Program Support</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Support the consultation process with space-based AIS stakeholders such as industry, universities, government organizations, other space agencies;</li> <li>b) Support the planning and the development of space-based AIS application development business plans and risk assessment;</li> <li>c) Elaborate statement of work and evaluation methodology for the selection of space-related projects or initiatives.</li> </ul>

### 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 synthesizing 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 <sup>1</sup>
1) EO Planning	First Year	Consultant 1:
		Consultant 2:
		Etc...
		<b>AVERAGE for evaluation purposes only:</b>
	Optional Year	Consultant 1:
		Consultant 2:
		Etc...
		<b>AVERAGE for evaluation purposes only:</b>
<b>AVERAGE of the 2 years</b>		
2) EO Management	First Year	Consultant 1:
		Consultant 2:
		Etc...
		<b>AVERAGE for evaluation purposes only:</b>
	Optional Year	Consultant 1:
		Consultant 2:
		Etc...
		<b>AVERAGE for evaluation purposes only:</b>
<b>AVERAGE of the 2 years</b>		
3) Space-Based AIS Program Support	First Year	Consultant 1:
		Consultant 2:
		Etc...
		<b>AVERAGE for evaluation purposes only:</b>
	Optional Year	Consultant 1:
		Consultant 2:
		Etc...
		<b>AVERAGE for evaluation purposes only:</b>
<b>AVERAGE of the 2 years</b>		

**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 questionnaire must be completed by the responsible project authority/ technical authority														
Name of contractor:					Contract completion date:									
Name of project authority					Branch:									
Contract no.:					Project name:									
<b>Supplier</b>														
<b>Rating scale:</b>					10 à 9 = Excellent			6 à 5 = Satisfactory			2 à 1 = Unsatisfactory			
					8 à 7 = Very Good			4 à 3 = Poor						
1) Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?					10	9	8	7	6	5	4	3	2	1
					Comments:									
2) Please rate the overall quality of the services provided by this supplier.					10	9	8	7	6	5	4	3	2	1
					Comments:									
3) Please rate the responsiveness of 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.					10	9	8	7	6	5	4	3	2	1
					Comments:									
4) Was the work performed in accordance with the requirements specified in the statement of work?					10	9	8	7	6	5	4	3	2	1
					Comments:									
5) Please rate the quality of communication between the department and the supplier.					10	9	8	7	6	5	4	3	2	1
					Comments:									
6) Were all administrative documents received in accordance with the requirements of the contract?  Administrative documents can include but are not limited to: <ul style="list-style-type: none"> <li>• Invoices</li> <li>• Progress reports</li> <li>• Reports on use or business volume</li> <li>• Meeting agendas and minutes</li> <li>• Documentation and quality of work</li> </ul>					10	9	8	7	6	5	4	3	2	1
					Comments:									
<b>Total /60</b>					Excellent: 54 et 60			Poor: 18 à 29						
					Very Good: 42 à 53			Unsatisfactory: 18 or less						
					Satisfactory: 30 à 41									
<b>Signatures Bloc - Evaluation Excellent, Very good or Satisfactory</b>														

Project Authority

Contract Agent:

**Signatures Bloc - Evaluation Poor or Unsatisfactory**

Technical Expert

Supply Manager:



ANNEX D - AVAILABILITY CONFIRMATION FORM			
Requisition number:			
Project Authority/ Identified Users			
Supplier:			
Standing offer #: 9F043-13-0295/XXX			
Category of services needed:			
Tasks to be executed:			
TASK AUTHORIZATION REQUEST (For completion by Project Authority)			
Description of Work to be Performed			
Statement of Work			
PERIOD OF SERVICES	From:		To:
Work Location			
Travel Requirements		<input type="checkbox"/> Yes	<input type="checkbox"/> No Specify:
Other Conditions /Restrains		<input type="checkbox"/> Yes	<input type="checkbox"/> No Specify:
LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			
FINANCIAL PROPOSAL (For completion by Contractor)			
Estimated Cost Contract (Insert additional rows as required)			
Category and Name of Proposed Resource	Firm Rate	Estimated Level of effort	Total cost
Professional services estimated cost		Total	
		GST	
		Grand Total (services)	
Travel & Living		Estimated Cost	
		GST	
		Grand Total (Travel & Living)	
Grand Total for Labour and Travel			
Basis of Payment (TBD by Project Authority)			
<p>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</p> <p>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.</p> <p><b>Limitation of Expenditure Call-Up with Single Payment</b></p> <p>Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) all such documents have been verified by Canada;</li> <li>c) the Work delivered has been accepted by Canada.</li> </ul> <p>OR</p>			

**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.

OR

**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	<b>Date</b>
Name of Individual Authorized to Sign on Behalf of Canadian space Agency Project Authority	<b>Date</b>
<b>Isabelle Doray</b> Name of Individual Authorized to Sign on Behalf of Canadian space Agency Contracting Authority	<b>Date</b>