



<p>Return Bids to: - Retourner les soumissions à :</p> <p>Shared Services Canada Procurement Operations Security , Satellite & Wireless LAN, and TelePresence Section 25 Fitzgerald Road, SHIPPING AND RECEIVING Ottawa, ON K1R 7Y2 Attention: Krys Pikula 613-948-0239</p> <p>Proposal to: Shared Services Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.</p> <p>Proposition à: Services partagés Canada Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).</p> <p>Bidder's Name and Address - Raison sociale et adresse du Fournisseur/de l'entrepreneur</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Request for Proposal / Demande de proposition</p> <p>Title – Sujet ULTRA HIGH FREQUENCY SERVICES IN THE INDIAN OCEAN REGION</p> <table border="1"> <tr> <td data-bbox="824 394 1300 537"> <p>Solicitation No. – No de l'invitation 2BOKB-13-11980</p> </td> <td data-bbox="1300 394 1567 537"> <p>Date October 31, 2013</p> </td> </tr> </table> <p>Solicitation closes – L'invitation prend fin On – le : November 20, 2013 At – À : 2:00 P.M.</p> <p>Time zone – Fuseau horaire : EDT / HAE</p> <p>Contracting Authority / Autorité contractante Address / adresse : Shared Services Canada Procurement Operations Security , Satellite & Wireless LAN, and TelePresence 21 Fitzgerald Road Ottawa, ON K1R 7Y2</p> <p>E-mail address / Courriel : Krys.Pikula@ssc-spc.gc.ca</p>	<p>Solicitation No. – No de l'invitation 2BOKB-13-11980</p>	<p>Date October 31, 2013</p>
<p>Solicitation No. – No de l'invitation 2BOKB-13-11980</p>	<p>Date October 31, 2013</p>		
<p>Telephone No. – No de téléphone</p> <p>(____) _____</p> <p>Fax No. – No de télécopieur</p> <p>(____) _____</p>	<p>Telephone No. – No de téléphone (613) 948-0239</p> <p>Fax No. – No de télécopieur (613) 948-0990</p>		
<p>Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire</p> <p>_____</p> <p>Name and title/Nom et titre</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p> <p>_____</p>	<p>Destination - Destination See herein / Voir dans ce document</p> <p>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.</p>		



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PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3** Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security, Financial and Other Requirements: including specific requirements that must be addressed by bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include:

- Annex A** Statement of Work
- Annex B** Indian Ocean Region Pricing Sheets
- Annex C** Security Requirements Checklist
- Annex D** Submission and Bidder Forms
- Annex E** Technical and Financial Evaluation Methodology
- Annex F** Technical Acceptance Test Plan
- Annex G** Monthly Service Order Reporting Form

1.2 Summary

- a) This bid solicitation is being issued to satisfy the requirement of Shared Services Canada (SSC), on behalf of the Government of Canada (the “**Client**”) for UHF Satellite Services for the Indian Ocean Region. This requirement will consist of service management, service order processing, client support, problem management, service performance monitoring, payment credits, scheduled service-affecting and maintenance advisory, reporting, and invoicing. Although Canada may make any resulting contract available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.



- b) It is intended to result in the award of a contract for 1 year plus 2 one-year irrevocable options, allowing Canada to extend the term of the contract.
- c) Any resulting contract may be used by SSC, through the use of service orders, to meet requirements from any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada (including all those described in the *Financial Administration Act*, as amended from time to time) or any other party for which the Department of Shared Services Canada has been authorized to act from time to time. Although Canada may make any resulting contract available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- d) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.
- e) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.3 Debriefings

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



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c) The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - Delete: sixty (60) days
 - Insert: hundred and twenty (120) days
- e) The 2003-1 (2008-05-12) Supplemental Standard Instructions – Telecommunications, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

- a) Bids must be submitted only to the Contracting Authority by the date, time, and place indicated on page 1 of the bid solicitation.
- b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.

2.3 Enquiries - Bid Solicitation

- a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

This RFP must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Canada will apply the applicable laws of the province or territory at the time of Contract award.

Note to Bidders: Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.



2.5 Green Procurement Baseline Questionnaire

The purpose of the questionnaire in Annex D, Form 4 is to assist Canada in understanding the satellite industry's progress in "greening" its supply chain and operations.

The federal government is committed to greening its supply chain. In April 2006, Canada's Policy on Green Procurement took effect, requiring all federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. Environmental considerations with goods or services address those associated with the whole life cycle of the product or service, from the extraction of the raw material, through its use by customers as well as the process by which it is disposed once it is no longer required.

One of the avenues for greening the government procurement is through the greening of procurement instruments used in commodity management.

At this time, SSC wants to understand how the satellite industry has progressed in addressing environmental considerations in its operations, goods and services. Upcoming bid solicitations may require that suppliers meet certain mandatory environmental criteria.

In the future, it is anticipated that environmental criteria will become more demanding as Canada will be requiring its suppliers to improve the environmental performance of their goods and services and mitigate negative environmental factors.

Please fill out the questionnaire in Annex D, Form 4 and return it with your bid. Please note the completion of this questionnaire is at the discretion of the bidders. The response to this questionnaire will not be evaluated nor taken into consideration in the evaluation procedures and basis of selection in Part 4 of this bid solicitation. However, if bidders do not participate by providing information, their own progress regarding environmental matters and their views will not be taken into account by SSC in developing future environmental requirements for bid solicitations such as this one.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a) Canada requests that bidders provide their bid in separately bound sections as follows:
- i. Section I: Technical Bid (3 hard copies and 2 soft copy on CD, in Adobe PDF or Microsoft DOC format)
 - ii. Section II: Financial Bid (1 hard copy and 1 soft copy on CD, in Adobe PDF or Microsoft DOC format)
 - iii. Section III: Certifications (3 hard copy and 2 soft copy on CD, in Adobe PDF or Microsoft DOC format)

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

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

- b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and include a table of contents.
- c) In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:
- i. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- d) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

3.2 Section I: Technical Bid

- a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the Work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address



and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders are encouraged to refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

- b) Bidders are requested to include the **Bid Submission Form # 1** of Annex D with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- c) Bidders are requested to include the Green procurement baseline questionnaire (Form 4 of Annex D) in accordance with the article 2.5 above entitled "Green Procurement Baseline Questionnaire".

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B – Indian Ocean Region Pricing Sheet. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

3.4 Section III: Certifications

Bidders are required to provide the applicable Certifications detailed in Part 5 of the bid solicitation with their bids.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) An evaluation team composed of representatives of Canada will evaluate the bids.
- b) Bids will be assessed in accordance with the entire requirement of the bid solicitation including Annex A - Statement of Work and Annex E - Technical and Financial Evaluation Methodology.
- c) Canada will evaluate each proposal on the documentation provided as part of the proposal. References in a proposal to additional information not submitted with the proposal, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the proposal will not be considered in the evaluation of the proposal.

4.2 Basis of Selection

- a) The bidder with the highest Final Score will be recommended for contract award, subject to the provisions of this bid solicitation.
- b) Each bidder's Final Score will be calculated by adding its Technical Score and Financial Score as illustrated in the following table:

	Bidder 1	Bidder 2	Bidder 3
Total Financial Evaluation Score	70.00	35.00	63.64
Total Technical Evaluation Score	6.00	12.00	30.00
Final Score	76.00	47.00	93.64

- c) Each bidder's Technical Score and Financial Score will be determined in accordance with Annex E - Technical and Financial Evaluation Methodology.



PART 5 – CERTIFICATIONS

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

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

5.1 Certifications Precedent to Contract Award

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

- i. *Federal Contractors Program for Employment Equity - Certification*
- ii. *Former Public Servant*

The form for the above certification is found in Annex D, Form 1.

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

5.1.1 Federal Contractors Program - Certification SAD

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

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

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



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

The Bidder or the member of the joint venture:

- a. is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).
- e. Further information on the FCP is available on the following HRSDC Website:
<http://www.hrfdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>

Note to Bidders: Bidders are requested to use the Bid Submission Form (Annex D, Form 1) to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

5.1.2 Former Public Servant Certification

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

For the purposes of this clause:

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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



Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:

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

If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:

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

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

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

Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form, Annex D Form 1.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- a)** The contractor and/or its employees must EACH maintain a valid CONFIDENTIAL level security clearance, granted by Canada and approved by Shared Services Canada.
- b)** The contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).
- c)** The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
- d)** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
- e)** The contractor and its employees must comply with the provisions of the:
 - i.** Justice Canada – Security of Information Act (Latest Edition);
 - ii.** Industrial Security Manual (Latest Edition).

6.2 Financial Capability

- a)** SACC Manual clause A9033T (2012-07-16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- b)** In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

7.1 Requirement

- a) _____ (the "Contractor") agrees to supply to the client the services described in the Contract, including the statement of work in accordance with, and at the prices set out in, the Contract, for Satellite UHF Services over the Indian Ocean.

Client:

- (i) any reference to the "**Client**" or "**Clients**" includes any Government Department, Departmental Corporation or Agency, or other Crown entity listed in any schedule of the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time.
- (ii) any reference to "**user**" or "**users**" includes all individuals within a Client who receive services under this Contract;
- b) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or structuring of any Client. The reorganization, reconfiguration and restructuring of the Client include the privatization if the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- c) **Defined Terms:** Words or expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

7.2 Service Order (SO)

- a) **Purpose of SO:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using an electronic Service order ("SO") as described below and in accordance with Annex A, Statement of Work, Section 2.3 - Service Order Processing.
- b) **Contractor's work quotation:** If a requirement for a specific service is identified, the SSC Technical authority or their delegate may send an electronic mail (e-mail) to the Contractor, to review in the form of a draft SO. Once it receives the draft SO, the Contractor must submit a response by forwarding the originating e-mail back to the SSC detailing the information, cost and time to complete the work. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the SO. The Contractor must provide any information requested by Canada in relation to the preparation of a SO within 10 working days of the request.
- c) **Approval Process:** SSC will issue a confirmation email with the service order if the order is approved. Whether or not to approve an email or issue a SO is entirely Canada's discretion.
- d) **Process for Issuing a Valid SO:** To be valid, a SO must include the following signatures:
- (i) For any SO with a value less than or equal to \$10,000.00 (including GST/HST), the SO must be signed by the SSC Satellite Service Manager;
- (iii) For any SO with a value greater than \$10,000.01, the SO must include the following signatures:
- (A) the SSC Technical Authority



(B) a Contracting Authority of the SSC Procurement Operations Directorate (POD)

Any SO that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued SO is done at the Contractor's own risk. If the Contractor receives a SO that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the SSC Technical Authority's ability to issue SOs at any time, or reduce the dollar value threshold described in sub-article (i) above.

- e) **Charges for Work under a SO:** The Contractor must not charge Canada anything more than the price set out in the Service order unless the SSC Contracting Authority has issued an SO revision authorizing the increased expenditure (in order to be valid, the SO revision must bear the signatures required at the time of issuance; if, as a result of the revision, the expenditure results in the value of the SO exceeding the original signature requirements, the signature requirements that apply to the higher dollar value will apply to the revision). Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work. Regardless of when the SO is issued, unless an earlier end date is specified in the SO, all SOs end at the end of the Contract Period.
- f) **Consolidation of SOs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Service Orders issued to date, to document the Work performed under those SOs for administrative purposes. The Contractor must provide in an Excel format a Monthly Service Order Tracking Report to the following representatives:
 - (i) SSC Technical Authority
 - (ii) the SSC Contracting Authority.
- g) **Cancellation of SO:** Canada may at any time, upon 30 days notice to the Contractor by way of a Service Order, cancel or suspend the Service described in any SO. Upon the effective cancellation or suspension date, the Contractor must cease providing the Service and no further charges in respect of the Service must apply, unless and until the Service for that is re-activated by way of a further Service Order.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines>) issued by Public Works and Government Services Canada.

- a) **General Conditions:**
 - i. 2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract apply to and form part of the Contract.
- b) **Supplemental General Conditions:**
 - i. 4005 (2012-07-16), Supplemental General Conditions - Telecommunications Services and Products (2012-07-16) apply to and form part of the Contract.

7.4 Security Requirement

- a) The contractor and/or its employees must EACH maintain a valid CONFIDENTIAL level security clearance, granted by Canada and approved by Shared Services Canada.



- b) The contractor and/or its employees **MUST NOT** remove any **PROTECTED** or **CLASSIFIED** information or assets from the identified work site(s).
- c) The contractor and/or its employees **MUST NOT** use its IT systems to electronically process, produce or store **PROTECTED** and/or **CLASSIFIED** information or data.
- d) Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of Shared Services Canada.
- e) The contractor and its employees must comply with the provisions of the:
 - i. Justice Canada – Security of Information Act (Latest Edition);
 - ii. Industrial Security Manual (Latest Edition).

7.5 Minimum Work Guarantee

- a) The Minimum work guarantee is \$1.00.
- b) The contractor must perform the work described in the Contract as and when requested by Canada during the Contract period. Canada's obligation under the contract is to request Work in the amount of the Minimum Work guarantee or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph a. In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract.
- c) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.6 Period of the Contract

- a) The contract period is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - i. The initial period of the Contract is one year from date of Contract award to to be inserted upon contract award inclusive.
 - ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the contract.
- b) **Option to Extend the Contract:**
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.



7.7 Authorities

a) Contracting Authority

The Contracting Authority for the Contract is:

Name:	TBD
Department:	Shared Services Canada
Branch:	Procurement Branch
Directorate:	Procurement Operations Directorate
Address:	TBD
Telephone:	TBD
Facsimile:	TBD
E-mail:	TBD

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

b) Technical Authority

The Technical Authority for the Contract is:

Name:	TBD
Organization:	Shared Services Canada
Directorate:	TBD
Address:	TBD
Telephone:	TBD
Facsimile:	TBD
E-mail:	TBD

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c) Contractor's Representative

Name:	TBD
Title:	TBD
Address:	TBD
Telephone:	TBD
Facsimile:	TBD
E-mail:	TBD



7.8 Payment

a) Basis of Payment

For the provision of UHF Satellite services for the Indian Ocean Region, as and when requested by Canada and in accordance with a valid Service Order, Canada will pay the Contractor the firm monthly price(s) as detailed in Appendix B – Indian Ocean UHF Region Pricing Sheet, GST/HST extra if applicable.

b) Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

c) Payment Credits

Canada will be entitled to a credit for Service outage as described in Section 2.7 of Annex A – Statement of Work:

- i. **Termination for Failure to Meet Minimum Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 30 days' written notice of its intent:
 - a. if the total amount of credits for a given monthly billing cycle reach a level of 10% of the monthly service price.

This termination will be effective when the 30-day notice period expires.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the entire Period of the Contract.
- iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor



must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.9 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoices must also satisfy the requirements described in section 2.10, entitled "Invoicing", of Annex A - Statement of Work.
- c) By submitting invoices the Contractor is certifying that the services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must provide the original of each invoice to the Technical Authority, the Contracting Authority, and Accounts Payable at the following email:

SSCAccountsPayable.SPCComptespayables@ssc-spc.gc.ca

7.10 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.11 Limitation of Expenditure

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

7.12 Termination for Convenience of Satellite Services

Regardless of the Contract Period and despite the Termination for Convenience provisions in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates services for convenience and will be liable to the Contractor to pay only any unpaid charges that have accrued up to and including the date of termination.

7.13 Acceptance Test

In order to verify compliance, Canada will require the Contractor to demonstrate the functionality and capabilities described in Annex F – Technical Acceptance Test Plan. The demonstration must be conducted, at no cost to Canada, and in accordance with the Integrated Waveform Acceptance Test



outlined in Annex F – Technical Acceptance Test Plan. If the Contractor does not pass the test outlined in Annex F – Technical Acceptance Test Plan, the Contractor will have 5 working days towards resolution of the problem. Canada, at its discretion, may terminate the Contract as a result of a Technical Acceptance Test failure.

7.14 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in to be inserted upon contract award.

7.16 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) Annex A, Statement of Work;
- c) Annex B, Pricing Tables;
- d) Annex C, Security Requirements Check List;
- e) the signed Service Orders, including all of their annexes, if any;
- f) the Contractor's bid dated to be inserted upon contract award not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.17 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.18 Limitation of Liability for Satellite Services

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or



failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. Interruptions to Satellite Services

- a. Despite anything in the Contract to the contrary, Canada agrees to indemnify the Contractor against all liability, damages, or claims made against the Contractor by any third party that relate to the Contractor's satellite service being interrupted or unavailable, as long as the reason the Contractor's satellite service was interrupted or unavailable was either:
 - i. an event of force majeure, including, for example, acts of God, meteors, fire, flood, weather conditions, Sun Transit Period(s) (defined below), sun outages or other circumstances in the space environment over which the Contractor has no control, launch failure or other catastrophic failure of satellite, laws of any governmental entity, acts of terrorism, insurrections, embargoes, and wars; or
 - ii. a malfunction that occurs for any reason after the satellite is launched, as long as the repairs cannot be made remotely before the damage occurs, or the cost of making the repairs is commercially unreasonable.

This applies whether or not the event of force majeure or the malfunction is foreseeable. Canada agrees that, in the event of force majeure and/or malfunction as described above, Canada will only be entitled to recover the service credits relating to satellite service availability, if any, that are described in the Contract.

- b. "Sun Transit Period" means the period when the noise emissions from the sun degrade system performance at earth stations below the specifications for the satellite services to be provided by the Contractor under the Contract.
- c. Canada agrees that, if the satellite services being provided by the Contractor under the Contract are interrupted or unavailable for any reason not described in paragraph (a)(i) or (ii), the amount that Canada can recover is subject to the limit described in (3)(e) below or the service credits relating to satellite service availability, if any, to which Canada is entitled, whichever is more.

3. First Party Liability :

- a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
- b. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.



- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) (i) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to a total per Contract year for this subparagraph (ii) of \$25,000,000.00 (where each Contract year begins on the anniversary of the Contract being issued).
- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

4. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 4.



7.19 Joint Venture Contractor

- a) The Contractor confirms that the name of the joint venture is _____ and that is comprised of the following members: _____
- b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the “representative member” of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. All payments made by Canada to the representative member will act as a release by all the members.
- c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.
- d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

7.20 Responsibility of Canada for Content Transmitted or Received using Satellite Services

- a) Canada acknowledges that it is solely responsible for any content that it, or any person it permits to use the satellite services being provided under the Contract, transmits or receives using those satellite services.
- b) If a third party makes any claims arising from reliance on or use of any of the content transmitted or received by Canada (or any person Canada permits to use the satellite services provided by the Contractor under the Contract) or any other claim arising in respect of the content including, for example, defamation, intellectual property infringement, passing off, acts of unfair competition, or a claim that the content is “obscene” as defined by the Criminal Code, s. 168 (as amended from time to time) Canada, if requested to do so by the Contractor, will defend the Contractor against the claim at Canada’s expense. In this regard, Canada will pay all costs, damages and legal fees that a court finally awards, provided that the Contractor:
 - i. Promptly notifies Canada in writing of the claim;
 - ii. Co-operates with Canada in, and allows Canada full participation in, the defence and related settlement negotiations; and
 - iii. Obtains Canada’s prior approval of any agreement resulting from settlement negotiations held with the third party.
- c) Canada agrees to participate in any claims, actions or proceedings arising under this Article. Both parties agree not to settle any claim, action or proceeding without the prior written approval of the other party.
- d) Canada also agrees to indemnify the Contractor against all liability, damages or claims made against the Contractor by any third party in connection with Canada’s use of (or failure to use) any content transmitted or received using the satellite services provided by the Contractor under the Contract.



7.21 Reporting Requirements

- a) The Contractor must provide reports described in Section 2.9 of Annex A - Statement of Work.
- b) **Contract Summary Report:** The Contractor must provide monthly service order summary report to the Contracting Authority and Technical Authority in order to track the total expenditures of the Contract at the time of the report as per Annex G;
- i. ITSB Service Order Number
 - ii. Date Issued
 - iii. Description of Service
 - iv. Client Name
 - v. Service Order Amount
 - vi. Tax
 - vii. Total Value of Service Order
 - viii. Status

7.22 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bids that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.23 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.24 Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to 3 months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

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Annex A

Statement of Work

Government UHF Satellite Services For The Indian Ocean Region

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1 INTRODUCTION

1.1 INTRODUCTION

1.1.1 Division of Document into Parts

1.1.1.1 This Statement of Work is divided into the following 4 Parts:

- a) Part 1 – Introduction
- b) Part 2 – General Requirements for Service, Maintenance and Operations;
- c) Part 3 – Technical Requirements that are specific to the Indian Ocean Region UHF channel services;
- d) Part 4 –Glossary and Definitions.

1.1.2 Fixed Satellite Services

1.1.2.1 Shared Services Canada (SSC) has a requirement for the provision of the following Government UHF Satellite Services (GUHFSS) for use by its Clients:

- a) Indian Ocean Region UHF channel services.

1.1.2.2 Within the Government of Canada, there is a requirement to provide strategic communications extension services to Clients in locations within the Indian Ocean Region. Clients will utilize their satcom terminal to communicate at UHF to another satcom terminal located within the same coverage area providing end-to-end connectivity. Clients, have procured, installed and maintain their own satcom terminals. Clients refer to any Federal Government Department, Territorial Government Department and/or Federal Government Agency.

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2 GENERAL REQUIREMENTS FOR SERVICE, MAINTENANCE AND OPERATIONS

2.1 GENERAL

2.1.1.1 The Contractor must provide the following services to Canada:

- a) Service Management;
- b) Service Order Processing;
- c) Client Support;
- d) Problem Management;
- e) Service Performance Monitoring;
- f) Payment Credits;
- g) Scheduled Service-affecting Advisory;
- h) Reporting; and
- i) Invoicing.

2.1.1.2 The Contractor must ensure that all verbal, written and electronic communications that are required to be provided directly to Clients (e.g. client support, recorded greetings and prompts, email and Voice Mail) are available at all times in English, The Contractor must offer verbal, written and electronic communication in French upon request within 2 business days.

2.1.1.3 In this Contract, "regular business hours" refers to 8:00AM to 4:00PM Eastern Time, Monday to Friday, excluding statutory holidays observed by the Federal government in the Province of Ontario.

2.2 SERVICE MANAGEMENT

2.2.1 SSC Satellite Service Manager

2.2.1.1 The SSC Satellite Service Manager will:

- a) Accept and validate service requests from the Clients and process as required by contract;
- b) Monitor and manage the Contractor's Service Level performance; and
- c) Manage ongoing service issues.
- d) Report directly to the SSC Technical Authority
- e) Be a liaison with the Contractor in regards to performance on service orders.

2.2.2 Contract Account Representative

2.2.2.1 The Contractor must assign a Contract Account Representative (CAR) to Canada to address any technical, administrative and service-related issues.

2.2.2.2 The CAR must have a minimum of 5 years of satellite telecommunications experience within the last 8 years.

2.2.2.3 The Contractor must provide the résumé for each replacement CAR to the Technical Authority for approval within 10 working days of the date the Contractor notifies the Technical Authority of the change.

2.2.2.4 When requested, the CAR must meet with the Shared Services Canada relevant authorities at a location within the National Capital Area, or occasionally when this is not possible, be available by teleconference phone call. Except in case of emergencies, Canada will provide the CAR with at least 5 days of notice before a meeting.

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- 2.2.2.5 The CAR must provide the SSC Authority with a record of decision and meeting minutes within 10 working days following any meeting. If the SSC Authority does not agree with the record of decision or meeting minutes prepared by the CAR, the SSC Authority will advise the CAR within 5 working days after receiving them.
- 2.2.2.6 When requested, the Contractor must provide sales and marketing support to Canada when Canada is communicating with existing and prospective Clients. This support will consist of the following:
- a) Attending meetings;
 - b) Participating in telephone teleconferences or videoconferences;
 - c) Providing literature (either electronic or paper) explaining Fixed Satellite Services (FSS);
 - d) Assisting Canada in communicating with Clients about the FSS available under this Contract;
 - e) Acknowledging receipt of any of Canada's information requests within 2 working days ; and
 - f) Providing the information within 5 working days when requested .
- 2.2.2.7 The CAR's attendance at all meetings is at the Contractor's own expense, including any travel and living expenses that may be incurred.

2.3 SERVICE ORDER PROCESSING

2.3.1 General

- 2.3.1.1 The Contractor must process Service Orders during regular business hours.
- 2.3.1.2 The Contractor must provide a single ordering point for all Service Orders either my email, person and/or phone number..
- 2.3.1.3 The Contractor must only accept Service Orders and Service Order Revisions sent by the SSC Satellite Service Manager by email, on a service order form (See Section 2.3.6).
- 2.3.1.4 Regardless of when the SO is issued if the SO specifies an end date or final delivery date that exceeds the end date of this contract, the Contractor must not fulfill the SO services and must forward the SO to the Contracting Authority. In the event the SO does not specify any end date, regardless of when a service order is issued, all service orders end at the end of the Contract Period

2.3.2 Service Orders

- 2.3.2.1 The Contractor must accept Service Orders made by email to the Contractor-provided email address 7 days per week, 24 hours per day, every day of the year and provide an automated reply to confirm receipt of the emailed Service Order.
- 2.3.2.2 Service Orders sent to the Contractor by the SSC Satellite Service Manager during regular business hours will be considered received by the Contractor on that day. Service Orders sent to the Contractor by the SSC Satellite Service Manager between 4:01 PM and 7:59 AM (Eastern Time) will be considered received by the Contractor at 8:00 AM the next working day.
- 2.3.2.3 The Committed Service Delivery Date (CSDD) is the date that the Contractor must complete the delivery of a given Service Order. This date must be within the appropriate Maximum Service Delivery Interval (MSDI).
- 2.3.2.4 If for any reason the CSDD for a Service Order cannot be met, the Contractor must immediately notify the SSC Satellite Service Manager outlining the reason for the delay and providing a new CSDD. If the revised CSDD places the completion of the order outside the

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MSDI, the information related to this Service Order must be tracked and reported in the Monthly Service Order Tracking Report, and the Service Order will be subject to service credits.

2.3.2.5 All service orders must be tracked in the monthly Service Order Tracking Report.

2.3.3 Service Delivery Intervals (SDI)

2.3.3.1 The SDI is defined as the elapsed time between the issuance of the Service Order or subsequent Service Order Revision by the SSC Satellite Service Manager and the delivery/acceptance of the Service.

2.2.3.2 The Maximum Service Delivery Interval (MSDI) is defined as the maximum allowable amount of time to process a Service Order. The Maximum Service Delivery Interval Table is as follows:

2.3.3.3 The Maximum Service Delivery Interval (MSDI) is specified in the table below.

Service Order Type	MSDI for Service Orders
Request for service	60 calendar days after receipt of Service Order

2.3.4 Service Order Revision (SOR)

2.3.4.1 The Contractor must accept revisions to a Service Order. Any revisions will be issued by email in the form of a revised Service Order Form (SOR), if required by the SSC Satellite Service Manager.

2.3.5 Service Order Completion Notification (SOCN)

2.3.5.1 The Contractor must email a SOCN to the SSC Satellite Service Manager within 2 working days of fulfilling the Service Order.

2.3.5.2 The SOCN must, at a minimum, provide Canada with:

- a) Contract number;
- b) SSC Order number;
- c) Date of the Service Order;
- d) Date(s) of any Service Order Revisions;
- e) Verification of service signoff by Client; and
- f) Service Order Completion Date.

2.3.6 Service Order Elements

2.3.6.1 The Service Orders issued by Canada will include, at a minimum, the following fields:

- a) From:
- b) The time and date:
- c) To:
- d) Carbon copied (cc):
- e) SSC Contract number;
- f) A unique Service Order number;
- g) A unique Service Order Revision number (if necessary);
- h) Order status;
- i) Action type;

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- j) Service;
- k) Supplier Name;
- l) The Client department who will be the user of the Service (Customer);
- m) Customer Order Number;
- n) Related Order Number;
- o) Delivery date required for Goods;
- p) Delivery Address including postal code;
- q) Start date for Services;
- r) End date for Services;
- s) Order originator name & telephone number;
- t) Order remarks;
- u) Sub-total;
- v) GST/HST amount;
- w) Total Estimated Amount;
- x) Signature(s):

SSC Technical Authority	
_____	_____
Signature	Date

SSC Contract Authority	
_____	_____
Signature	Date

2.3.6.2 The Contractor must provide to the SSC Satellite Service Manager the following deliverables for each Service Order received:

- a) Name of satellite that the UHF channel service will operate on; and
- b) Spatial coordinates (degree longitude) of the satellite

2.3.6.3 The following is an example of the Service Order that will issued by Canada:

Sample of Service Order

From: The e-mail address of the point of contact for the SSC Satellite Service Manager

To: The e-mail address (es) for the Contractor representative(s)/point(s) of contact for the overall management of the SO specific related activity.

Carbon copied (cc): E-mail address for each of the following area(s) of primary interest:

- Contractor representative as named in the Contract;
- Technical Authority as named in the Contract;
- Administration contact for SSC, Contracts Management Administrative Services (CMAS) to be provided by the Technical Authority; and
- PWGSC Contracting Authority as named in the Contract.

Supplier Order Report

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MM/DD/YYYY

Order No.....: Unique identifier (alphanumeric) assigned by the Technical Authority for each SO issued under this Contract (I.e. SSC-000000).

Order Status.....: New

Action Type.....: ESTABLISH, RECONFIGURE OR DISCONNECT

Service.....: Enter type of Service

Supplier.....: Full legal name of the Supplier

Customer.....: Full name of Federal Government Department and/or Agency

Customer Order No.....:

Related Order No.....:

Priority.....: No or Yes

Date Required for Goods: YYYY/MM/DD (YYYYMMDD)

Date Customer Ready. YYYY/MM/DD (YYYYMMDD)

Order Originator...: Name of Administrator for SSC

Phone #.....: (000) 000-0000 Ext:

ORDER REMARKS:

Start Date for Services...: YYYY/MM/D
End Date for Services....: YYYY/MM/DD

SUB-TOTAL: \$
GST/HST: \$
TOTAL ESTIMATED AMOUNT: \$

Supplier Service: Service name Supplier Acct: _____ Account no. _____ Contract: EN869--121014/001/EO

1.0 CUSTOMER LOCATION:

Name: Full name of Federal Government Department and/or Agency
Address:
City/Prov:
Postal Code:
Circuit: Circuit number/inventory item or NEW

1.1 ITEM *** ACTION ***
PRODUCT CODE

Options: TYPE = *TYPE OF SERVICE or EQUIPMENT*
Qty: X

Total Service Chg. Or Monthly Unit.: \$0.00 Total: \$0.00

*** END OF ORDER ***

SSC Technical Authority
Signature _____ Date _____

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SSC Contracting Authority	
Signature _____	Date _____

2.4 CLIENT SUPPORT

2.4.1 Hotline Service

- 2.4.1.1 The Contractor must provide the Client with technical support for all aspects of the Service through a hotline accessible using a toll-free number (the "Hotline").
- 2.4.1.2 The Contractor must pick up all Hotline calls within 5 rings 95 percent of the time. The Contractor must answer all calls, with a live service agent, within 2 minutes 95 percent of the time and within 5 minutes 100 percent of the time or provide an email response to an inquiry from the client within thirty (30) minutes 100 percent of the time.
- 2.4.1.3 The Contractor's Hotline must be answered by staff with technical expertise to facilitate all Hotline service calls and available to the Client 24 hours a day, every day of the year.
- 2.4.1.4 The Contractor must accept problem calls 24 hours a day, 365 days a year.
- 2.4.1.5 The Contractor must log and track all calls from the time of initial report until the resolution of the problem. Progress to resolution of problem must be tracked through a computerized logging system.

2.4.2 Engineering Assistance

- 2.4.2.1 In addition to the Hotline, the Contractor must provide engineering assistance to the SSC Satellite Service Manager and Technical Authority accessible using a toll-free North American phone number separate from the Hotline toll-free number.
- 2.4.2.2 The Contractor must assist with issues requiring technical expertise at a level greater than the Hotline. This could include, but not be limited to, assistance with:
 - a) Compatibility issues; and
 - b) Intermittent or chronic performance issues.
- 2.4.2.3 The Contractor's Engineering Assistance must be available Monday to Friday from 8:00 AM to 4:00 PM Eastern Time to receive and respond to calls.

2.4.3 Web Site Support Service

- 2.4.3.1 The Contractor must provide Canada with technical support for all aspects of the UHF Channel Service through a web site support service, which must include, as a minimum, Frequently Asked Questions (FAQs) and on-line software diagnostic routines, support tools and services. The Contractor's web site must provide support in English, available 24 hours/days, 365 days/year and be available 99% of the time.

2.5 PROBLEM MANAGEMENT

2.5.1 General

- 2.5.1.1 The Contractor must manage all problems affecting the delivery of the UHF Channel Service. These problems must be managed 24 hours a day, every day of the year, by the Contractor including diagnosing, tracking, recording and reporting on all problems that affect any Client

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user's ability to use the Service(s). This includes related hardware, network and service problems. The Contractor must document all problems, including a description of the problem and all details on how the problem was resolved.

- 2.5.1.2 The Contractor must perform remote network monitoring, preventative diagnostics and coordinate problem isolation and resolution.
- 2.5.1.3 The Contractor must perform the following activities on an on-going basis when handling hardware, network or service-related problems:
 - a) Identify each reported problem by a unique problem record number (ticket number);
 - b) Perform an analysis of the problem reported and;
 - c) Maintain an audit trail that includes all actions taken until the problem is resolved.
- 2.5.1.4 The Contractor must provide a "problem record" number to the reporting Client that permits the Client and any other representative of Canada to quote the problem record number for any reason.
- 2.5.1.5 The Contractor must notify the SSC Satellite Service Manager by e-mail and pager of any service outage or performance problem as soon as it appears that it may exceed 6 hours in duration.

2.5.2 Escalation Procedures

- 2.5.2.1 The Contractor's Hotline representatives must escalate to the appropriate level of the Contractor's management and generate a Critical Incident Report for any unresolved problem according to the time lines and severity indicated below.
- 2.5.2.2 Escalation time lines (which are in effect 24 hours/day, 7 days/week):

ESCALATION	Low Severity	Medium Severity	High Severity
Manager Operations	2 hours	30 minutes	15 minutes
Director Operations	4 hours	1 hour	30 minutes
VP Operations	8 hours	2 hours	1 hour

Note: All escalation times listed in table above start running when the initial request is made.

- a) **Low Severity:** Diminished capacity (including repeated intermittent availability) of the service for or during a continuous period exceeding 2 hours (excluding scheduled maintenance as defined in Section 2.8).
- b) **Medium Severity:** Diminished capacity (including repeated intermittent availability) of the service for or during a continuous period exceeding 30 minutes (excluding scheduled maintenance as defined in Section 2.8).
- c) **High Severity:** Complete unavailability of the Service, including the complete failure of a satellite, for a period exceeding 15 minutes (excluding scheduled maintenance as defined in Section 2.8).

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- 2.5.2.3 Within 10 working days of this Contract being issued, the Contractor must provide the SSC Authority a list of the names and contact information (phone number, email address, etc.) of the Manager of Operations, Director of Operations, and Vice President of Operations (or the equivalent positions with the Contractor's organization). The Contractor must continue to provide an updated list as changes in personnel occur in the management positions listed above.

2.6 SERVICE PERFORMANCE MONITORING

2.6.1 Availability of Services

- 2.6.1.1 The Contractor must provision the Services and maintain a guaranteed Service Availability Percentage Level per 5 KHz and 25 KHz UHF channel of at least **99.5 %** in each calendar month.
- 2.6.1.2 The Contractor must ensure that the monthly service Availability of the Services is as indicated above. The method of calculation is shown in Section 2.9.4

2.7 PAYMENT CREDITS

- 2.7.1.1 The credits for service outage will be calculated using the following formula:

$$P * [(TOT) / TST]$$

where "P" is defined as the monthly Service price as specified in the Basis of Payment - Pricing Tables; and

where "TST" is defined as the monthly total Service time, which is the total available number of minutes in the reported month and is calculated by multiplying by the number of calendar days in the month, times 24 hours, times 60 minutes (i.e., in January the TST would be 31 days X 24 hrs X 60 minutes = 44640 minutes); and

where "TOT" is defined as the monthly total Service outage time, which is the total number of Service outage minutes as tracked by the Contractor's problem record system which were determined through Contractor fault sectionalization to be caused by the Contractor's Services for Channel provisioning. The Service outage problem records logged by the Contractor will be used to calculate outage minutes. The outage minutes will be calculated from the time the problem is first recorded until the problem is resolved (ticket close) for each problem record. The sum of all these outage minutes will be the TOT. This number does not include sun transit downtime where the Contractor properly advised the SSC Satellite Service Manager and Client Authorities.

2.8 SCHEDULED SERVICE-AFFECTING AND MAINTENANCE ADVISORY

- 2.8.1.1 The Contractor must provide the SSC Satellite Service Manager with the network maintenance schedule (i.e., regular scheduled maintenance windows) within 10 working days of this Contract being issued, and update this schedule throughout the Contract Period.
- 2.8.1.2 The Contractor must provide the SSC Satellite Service Manager with written notice of any scheduled maintenance that may affect the Service at least 7 working days before performing any scheduled maintenance.

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- 2.8.1.3 Except in cases of emergency, the Contractor must notify the SSC Satellite Service Manager before proceeding with any unscheduled maintenance activities that may affect the Service. When possible, the Contractor agrees to coordinate unscheduled maintenance activities that may affect the Service with the SSC Satellite Service Manager. In cases of emergency, the Contractor must notify the SSC Satellite Service Manager as soon as possible after beginning the emergency unscheduled maintenance activity, together with the reason for the unscheduled service and information about how long the Service will be affected.
- 2.8.1.4 The Contractor must provide advance notice of upcoming sun transits that will occur during the Spring and Fall. The Contractor must provide the notice to the SSC Satellite Service Manager by email, at least 2 weeks before the beginning of the sun transits. The notice must indicate when the sun transits will occur and when they will affect each geostationary satellite being used by the Contractor to deliver the Services under this Contract.
- 2.8.1.5 The Contractor must cancel a regular scheduled maintenance window, if required as a result of a client identified emergency. The cancelled maintenance window will be rescheduled at a later date mutually agreed upon by all parties.

2.9 REPORTING

2.9.1 General

- 2.9.1.1 The Contractor must provide the reports in an electronic format (in comma or tab-delimited file format, MS Excel) by way of email to Technical Authority and Contracting Authority.
- 2.9.1.2 Amendments, changes or deletion of reports, as requested by the Technical Authority, will be handled through a Contract Amendment issued by the Contracting Authority.

2.9.2 Recurring Problem Report

- 2.9.2.1 When requested by the SSC Satellite Service Manager, where the SSC Satellite Service Manager has identified a recurring problem, the Contractor must provide a consolidated report by email detailing all the instances in previous reporting periods of similar problems, together with the Contractor's detailed proposed plan for addressing the recurring problem, including a timeline for resolution. The Contractor must provide the SSC Satellite Service Manager with an incident report by email within 72 hours and the report must contain, at a minimum:
- a) Problem Ticket number(s);
 - b) Date(s) of the ticket(s);
 - c) Outage start date(s) and time(s);
 - d) Name of the person and department reporting the incident;
 - e) Severity level (as described in section 2.5.2.2);
 - f) Description of the problem;
 - g) Description of the proposed resolution; and
 - h) Estimated time to implement remedial action to remedy underlying problem causing recurring problem.

2.9.3 Problem Summary Reports

- 2.9.3.1 The Contractor must provide the SSC Satellite Service Manager with a monthly Problem Summary Report containing the following information, within 10 calendar days from the end of the billing period:
- a) All problem tickets logged by the Contractor;
 - b) The nature of the each problem;
 - c) The date and time at which each problem was first reported to the Contractor;

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- d) The date and time at which the Contractor determined each problem began (where the Contractor is able to determine this);
- e) The disposition of each problem;
- f) Whether the underlying cause of the problem was related to the Service or to equipment provided by Canada;
- g) The duration of each problem; and
- h) Whether, in the previous three monthly reporting periods, any similar problem tickets were opened.

2.9.4 Service Performance Levels Report

2.9.4.1 Within 10 calendar days of the end of each billing period, the Contractor must provide a monthly report to the SSC Satellite Service Manager and Contracting Authority showing the calculations of Service Availability Level for the month on a per-Client basis. The values of these monthly calculations will be compared to the threshold values listed in Section 2.6.1. The method of calculation is indicated in Section 2.9.4.2.

2.9.4.2 The Service Availability Level for the Service that is reported by the Contractor in the monthly Service Performance Level report must be calculated using the following formula:

$$[(TNT - TOT) / TNT] \times 100$$

where "**TNT**" is defined as the total network time, which is the total available number of minutes in the reported month and is calculated by multiplying by the number of calendar days in the month, times 24 hours, times 60 minutes (i.e., in April the TNT would be 30 X 24 X 60 = 43200); and

where "**TOT**" is defined as the total outage time, which is the total number of outage minutes as tracked by the Contractor's problem record system affecting that service. The service outage problem records logged by the Contractor will be used to calculate outage minutes. The outage minutes will be calculated from the time the problem is first recorded until the problem is resolved (ticket close) for each problem record. The sum of all these outage minutes will be the TOT. This number does not include scheduled maintenance or sun transit downtime where the Contractor properly advised the SSC Satellite Service Manager in accordance with Section 2.8.

2.9.5 Monthly Service Order Tracking Report.

2.9.5.1 The Contract may be amended from time to time to reflect all Service Orders issued to date, to document the Work performed under those SOs for administrative purposes. The Contractor must provide in Excel format a Monthly Service Order Tracking Report to the SSC Technical Authority (satellite@ssc.gc.ca) and SSC Contracting Authority.

In accordance with the sample layout in Annex G, this report must contain the same data fields and be organized by Government departments.

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2.10 INVOICING

2.10.1 General

- 2.10.1.1 The Contractor must establish a federal government Master account with at least one sub-level to identify the Client. The account number must be 15 characters or less and must not include any special characters. The account number must be on each invoice.
- 2.10.1.2 The Contractor must cooperate with the SSC Satellite Service Manager and Contracting Authorities for the resolution of any billing issues to the satisfaction of SSC Authorities.
- 2.10.1.3 The billing period is defined as each calendar month, starting from the 1st of the month to the last day of that month.

2.10.2 Invoices

- 2.10.2.1 In addition to the information required by General Conditions 2035, the Contractor must provide a printable and non-modifiable monthly invoice in Portable Document Format (PDF), and it must be submitted on the Contractor's official letterhead or include its logo.
- 2.10.2.2 The summary invoice must include the account number, PO number, previous balance, current total charges, total payments, total adjustments, and any outstanding balance.
- 2.10.2.3 The Contractor must ensure that the individual service order reference number, deliverable and/or description of work is included in the invoice.
- 2.10.2.4 The Contractor must ensure that any applicable CRTC and/or Telecommunication Levies, imposed unto the Contractor is not listed as separate entries in the invoices sent to Canada. The Contractor must reflect any of these levies by incorporating them within their service pricing strategy.

3 TECHNICAL REQUIREMENTS FOR THE INDIAN OCEAN REGION UHF CHANNEL SERVICES

3.1 TECHNICAL REQUIREMENTS

3.1.1 General

- 3.1.1.1 There are three attributes associated with the provisioning of the required services. They are:
 - a) The service to be provisioned on an ITU licensed UHF satellite which has coverage of the desired area, see Section 3.1.2 for coverage.
 - b) Satellite capacity representing power and bandwidth on that specified satellite to support 5 KHz and/or 25 KHz UHF channels.
 - c) UHF frequency pairs are to be within those authorized by the NATO/DoD Working Group within the frequency range specified in Sections 3.3.2.2 and 3.3.2.3.
- 3.1.1.2 On the receipt of a Service Order from Canada requesting a 25 KHz UHF channel, the Contractor must provide that satellite channel capacity on an ITU licensed UHF satellite. The channel must be provided within the MSDI listed in Section 2.3.3.3. The satellite providing the UHF channel capacity must already be in service and its channels operational at the time of bid

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submission. The satellite being operational does not imply that any pairs of UHF frequencies are available administratively.

- 3.1.1.3 On the receipt of a Service Order the Contractor must obtain coordinated UHF frequency pair(s) within the NATO/DoD approved frequency spectrum. This implies that Canada or any of its end users will not be responsible for obtaining any pairs of UHF frequencies. The Contractor must ensure that the frequencies assigned to Canada are cleared and coordinated with the NATO/DoD Working group.
- 3.1.1.4 The Contractor must provide this UHF channel service on a 24 hours per day, 7 days per week, 365 days per year basis.

3.1.2 Satellite Coverage

- 3.1.2.1 The Contractor must provide UHF channel services for all 2-way satellite communication services in the coverage area which is defined as following:

Zone Coordinates: 0° to 90° E.; 60° N. to 60° S.

Minimum EIRP for 25 KHz channels: 24 dBW at a minimum elevation angle of 0 degrees to the satellite

The Contractor must identify and provide EIRP and G/T coverage map(s) for this specified coverage area.

- 3.1.2.2 The Contractor must provide the 25 KHz UHF channel services that meet the following minimum technical requirements:

- (i) Operate on an uplink frequency centered between 290-320 MHz with a bandwidth of 25 KHz
- (ii) Operate on a downlink frequency centered between 240-270 MHz with a bandwidth of 25 KHz
- (iii) Provide an EIRP of no less than 24 dBW.
- (iv) Provide a receive antenna G/T of no less than -17.5 dB/K
- (v) Be capable of receiving and retransmitting signals originating from MIL-STD 188-181C, MIL-STD 188-182B and MIL-STD 188-183B compliant terminals. The MIL-STD 188-181C is related to the Department of Defence Interoperability Standard for Access to 5-kHz and 25-kHz UHF Satellite Communications Channels. The MIL-STD 188-182B is related to the Department of Defence Interoperability Standard for UHF SATCOM Demand Assigned Multiple Access (DAMA) Orderwire and Protocols. The MIL-STD 188-183B is related to the Department of Defence Interoperability Standard for Multiple-Access 5-kHz and 25-kHz UHF Satellite Communications Channels.

- 3.1.2.3 The Contractor may provide the 5 KHz UHF channel service. If the Contractor provides the 5 KHz UHF channel service then the following minimum technical requirements must be met:

- (i) Operate on an uplink frequency centered between 290-320 MHz with a bandwidth of 5 KHz
- (ii) Operate on a downlink frequency centered between 240-270 MHz with a bandwidth of 5 KHz
- (iii) Provide an EIRP of no less than 17 dBW.

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- (iv) Provide a receive antenna G/T of no less than -17.5 dB/K
 - (v) Be capable of receiving and retransmitting signals originating from MIL-STD 188-181C, MIL-STD 188-182B and MIL-STD 188-183B compliant terminals. The MIL-STD 188-181C is related to the Department of Defence Interoperability Standard for Access to 5-kHz and 25-kHz UHF Satellite Communications Channels. The MIL-STD 188-182B is related to the Department of Defence Interoperability Standard for UHF SATCOM Demand Assigned Multiple Access (DAMA) Orderwire and Protocols. The MIL-STD 188-183B is related to the Department of Defence Interoperability Standard for Multiple-Access 5-kHz and 25-kHz UHF Satellite Communications Channels.
- 3.1.2.4 The Contractor must provide the same pricing for the 25 KHz UHF channel increments independent of which satellite will be utilized in the delivery of the Service. In the event of a failure of the 25 KHz UHF channel or the satellite currently providing the Service, the Contractor must provide the same pricing independent of which substitute channel or satellite is used.
- 3.1.2.5 The Contractor must provide the same pricing for the 5 KHz UHF channel increments independent of which satellite will be utilized in the delivery of the Service. In the event of a failure of the 5 KHz UHF channel or the satellite currently providing the Service, the Contractor must provide the same pricing independent of which substitute channel or satellite is used.

4 GLOSSARY AND DEFINITIONS

- **Business hours:** Regular business hours is used for business transactions like service offering inquiries, Service Order inquiries, etc. These hours are different than those of the Hotline service, which are 24 hours a day, every day of the year, and which is used for immediate technical support (See Section 2.4.1)
- **Carrier:** Sometimes employed as a synonym for a telecommunications provider company (operator), such as a common carrier.
- **Coverage Beam:** The downlinked beam pattern of a satellite, which is commonly mapped in contours of EIRP (effective isotropic radiated power).
- **CSDD:** Committed Service Delivery Date is the date that the Contractor must complete the delivery of a given Service Order
- **EIRP:** Effective Isotropic Radiated Power
- **FSS: Fixed** Satellite Services
- **G/T:** Gain to Temperature Ratio
- **MSDI:** Maximum Service Delivery Interval; defined as the maximum allowable amount of time to process a Service Order.
- **EIRP:** Effective Isotropic Radiated Power
- **FSS: Fixed** Satellite Services
- **SSC:** Shared Services Canada
- **Protocol:** A defined set of communication standards that lay down the parameters to which all users must abide.
- **PWGSC:** Public Works and Government Services Canada
- **RF:** Radio Frequency

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- **SDI:** Service Delivery Interval; defined as the elapsed time between the issuance of the Service Order or subsequent Service Order Revision by the SSC Satellite Service Manager and the delivery/acceptance of the Service
- **SOCN:** Service Order Completion Notification; a notification sent by email indicating that the respective Service Order was completed on a specific date.
- **SSC:** Shared Services Canada
- **SSC Satellite Service Manager:** the authorized representative of the Technical Authority for the day-to-day operational activities
- **Sun Transit:** Sun transits occur when the sun crosses the earth's equatorial plane during the spring and fall equinoxes (late February or early March; September or October). Each Spring and Fall RF Channel users will experience varying degrees of signal interference caused by sun transit.
- **UHF:** Ultra-high frequency

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Annex D Bidder Forms

Form 1 - Bid Submission Form for Information

FORM 1 - BID SUBMISSION FORM FOR INFORMATION	
1) Bidder's full legal name	
2) Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email address:
3) Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions and Conditions 2003]</i>	
4) Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
5) Security Clearance Level of Bidder (include both the level and the date it was granted)	
6A) Canadian Content Certification (if applicable) As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and Canadian services, consult the PWGSC SACC Manual, clause K4000D, which can be found at http://sacc.pwgsc.gc.ca/sacc/index-e.jsp]	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :
	At least than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
6B) Canadian Content Certification - (if applicable) As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and Canadian services, consult the PWGSC SACC Manual, clause	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :
	At least than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)

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K4000D, which can be found at http://sacc.pwgsc.gc.ca/sacc/index-e.jsp]	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
7) Bidder's Proposed Contract Account Representative [See Statement of Work, Section 2.2.2 – Contract Account Representative]	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
8) Limitation of Liability for Satellite Services [As per Article 4.3 (b) of the Request For Proposal (RFP)]	The Bidders must indicate per bid the Limitation of Liability :	
	Limitation of Liability of \$2 Million per Contract year.	
9) Bidder's toll-free hotline telephone number [See Statement of Work, Section 2.4.1 – Client Support]		
10) Bidder's Engineering Assistance number [See Statement of Work, Section 2.4.2 – Engineering Assistance]		
11) Number of FTEs [Bidders are requested to indicate the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
12) Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____	
	If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes _____ No _____	
If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"		
13) Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	

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<p>requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p>	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ,	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
<p>14) On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. If the bidder is issued a contract, it will accept all the terms and conditions set out in the Resulting Contract Clauses included as Part 7 of the bid solicitation; and 4. The information the bidder has provided is true and complete. 		
Signature of Authorized Representative of Bidder		

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Form 2 - Bid Submission Form for Green Procurement

	Yes	No	In progress (% complete)	Additional Comments
Corporate performance				
Environmental Management system consistent with ISO 14001				
Or 3 rd party certified environmental management system				
Or Self-certified environmental management				
Corporate environmental policy in place – please provide				
Waste audits conducted				
Corporate social responsibility reporting – please provide				
Corporate social responsibility reporting consistent with the Global reporting Initiative (GRI)				
Where applicable, equipment used is ENERGY STAR qualified products or equivalent.				
<i>Note: For complete list of ENERGY STAR qualified products and information and tools, see: www.energystar.gc.ca</i>				
Transportation				
Distribution/delivery – use of delivery management software to improve efficiency of deliveries.				
Delivery process that minimizes fuel consumption.				
Packaging				
Reduction of packing material. Specify.				
Recycled material used in packaging. Specify %.				
Supplier accepts the packaging for reuse, recycling, or recovery.				
Reduction/elimination of toxic material in packaging				
Separable packing materials for the purpose of reuse or recycle				
Packing materials are recyclable (indicate %)				
Operation - Usage - Maintenance				
End of life management				
Other applicable environmental criteria or initiatives: (supplier to fill out)				

Annex E

Technical and Financial Evaluation Methodology For UHF Channel in the Indian Ocean Region (IOR)

1. OVERVIEW

1.1.1.1 This document describes how SSC will evaluate the rated requirements of bidders' Technical Bids, and the evaluation of Financial Bids for this bid solicitation. The following table identifies how the Technical and Financial bids will be evaluated:

Mandatory Requirements	Technical Score (based on evaluation of rated requirements)	Financial Score (based on prices offered)	Final Score
Pass/Fail	Maximum 50	Maximum 50	Maximum 100

1.1.1.2 If more than one bidder receives the highest Final Score (i.e., two or more Final Scores are identical), the bidder with the highest Financial Score will be ranked first. If the bidders with identical Final Scores also have identical Financial Scores, the bidder with the lowest average firm unit price will be ranked first.

2.0 MANDATORY CRITERIA

2.0.1.1 In this section all questions must be answered affirmatively. If any of the answers are negative, the bid could be considered non-responsive. The bidder must answer all questions listed in Column B and provide a YES/NO answer in Column C. Some of the questions will ask for further information or description for an affirmative answer. The bidder must provide the location within the bidder's proposal or response and indicate that location in Column D.

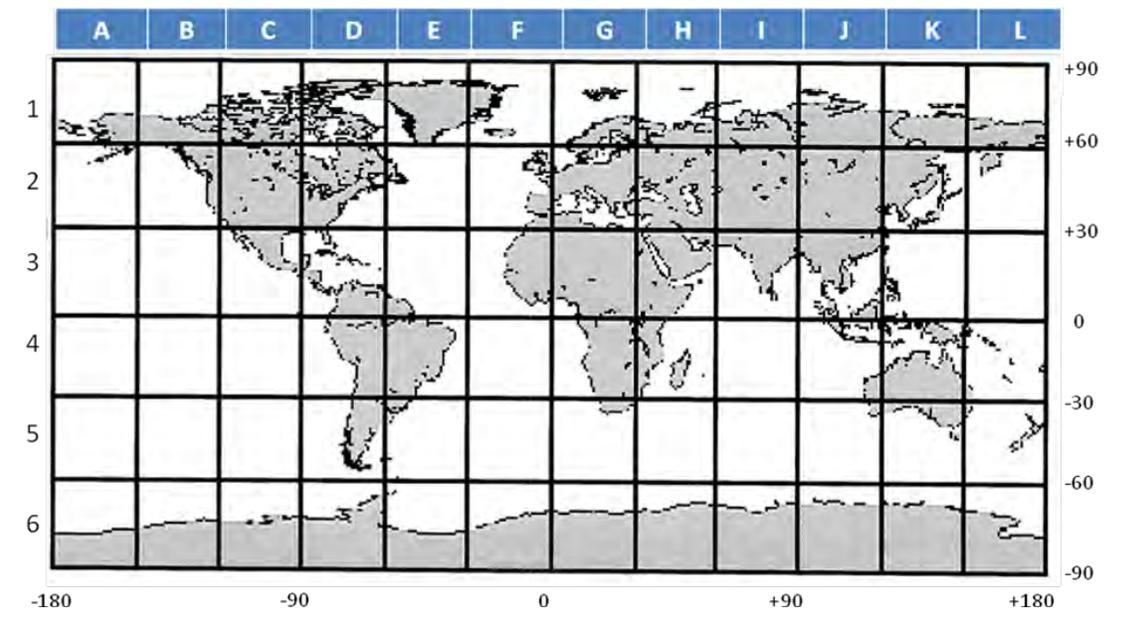
A	B	C	D
Reference #	Question	Response (Y/N)	Reference
Annex A, Section 2.2.2.2 & 2.2.2.3	Does your Contract Account Representative have a minimum of 5 years of satellite telecommunications experience within the last 8 years. If YES, then indicate in column D where the resume of the CAR can be located within this bid.		
Annex A, Section 2.4.1.1	Will you provide technical support through a hotline accessible using a toll-free number (the "Hotline")? If YES, then indicate in column D where the details can be located within this bid.		

Annex A, Section 2.4.1.2	Does your organization acknowledge that it must pick up all Hotline calls within 5 rings 95 percent of the time. The Contractor must answer all calls, with a live service agent, within 2 minutes 95 percent of the time and within 5 minutes 100 percent of the time or provide an email response to an inquiry from the client within thirty (30) minutes 100 percent of the time. If YES, then indicate in column D where the details can be located within this bid.		
Annex A, Section 2.4.1.3	The Contractor must log and track all reported calls to the Hotline from the time of initial report until the resolution of the problem. This must be done through a computerized logging system. If YES, then indicate in column D where the details can be located within this bid.		
Annex A, Section 2.4.1.4	Does your organization acknowledge that it must accept problem calls 24 hours a day, 365 days a year.		
Annex A, Section 2.4.1.5	The Contractor must log and track all calls from the time of initial report until the resolution of the problem. Progress to resolution of problem must be tracked through a computerized logging system. If YES, then indicate in column D where a sample problem report can be found.		
Annex A, Section 3.1.1.2	Does your organization acknowledge that on the receipt of a Service Order from Canada requesting a 25 KHz UHF channel, the Contractor must provide that satellite channel capacity on an ITU licensed UHF satellite,. The channel must be provided within the MSDI listed in Section 2.3.3.3.		
Annex A, Section 3.1.1.3	The Contractor must agree to obtain coordinated UHF frequency pair(s) within the NATO/DoD approved frequency spectrum.		
Annex A Section 3.1.2.1 & 3.1.2.2	The Contractor must verify that the 25 KHz UHF channel being offered will have a coverage area over the areas of G2, G3, G4, G5, H2, H3, H4, H5, I2, I3, I4 & I5 and will have a minimum EIRP of 24 dbW at any point within these areas? (See Figure 1 below in section 2.0.1.2) If YES, then provide the EIRP coverage map for these areas and indicate in column D where these maps can be located within the bid response.		

Annex A, Section 3.1.2.2	Does your organization acknowledge that the 25 kHz UHF channel services to be provided by your organization will meet the following technical specifications? : <ul style="list-style-type: none">a) operate on an uplink frequency centred between 290-320 MHz with a bandwidth of 25 kHzb) operate on a downlink frequency centred between 240-270 MHz with a bandwidth of 25 kHzc) provide an EIRP no less than 24dBWd) provide a receive antenna G/T of no less than -17.5 dB/Ke) are capable of receiving and retransmitting signals originating from MIL-STD 188-181C compliant terminalsf) are capable of receiving and retransmitting signals originating from MIL-STD 188-182B compliant terminalsg) are capable of receiving and retransmitting signals originating from MIL-STD 188-183B compliant terminals		
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2.0.1.2 World Map divided in a grid

Figure 1.0



2.1 TECHNICAL RATED CRITERIA – MAX OF 50 POINTS

2.1.1.1 **Allocation of Points:** Where Canada determines that the bid demonstrates value-added capabilities in various aspects, points will be allocated as described in this table:

Value-added capabilities	Point Allocation	Points Available
Availability of a 25 KHz channel and also a pair of frequencies for use on this contract at bid submission.	If the bidder can provide documented proof that they have a 25 KHz channel and also a coordinated pair of frequencies secured for use for this contract at bid submission = 20 If the bidder cannot provide documented proof that they have a 25 KHz channel and also a coordinated pair of frequencies secured for use for this contract at bid submission = 0	20
The bidder's ability to provide either a client testimonial or written statement, from actual testing, that this Service is capable of receiving and retransmitting signals originating from MIL-STD 188-183B	If the bidder can provide either a client testimonial or written statement = 5 If the bidder cannot provide either a client testimonial or written statement = 0	5
Ability to provide verbal, written and electronic communication in French on a 24 hour a day, every day of the year for Hotline service.	If the bidder can verify that they can provide French communication for their Hotline service 24 hours a day, every day = 5 If the bidder cannot provide French communication for their Hotline service 24 hours a day, every day = 0	5
Two points for each year of planned in service for the proposed satellite, as evidenced by the satellite plan included in the SOW	The bidder's satellite has a planned in-service life cycle of the following: 1 year = 2 2 years = 4 3 years = 6 4 years = 8 5 years = 10 6 years = 12 7 years = 14 8 years = 16 9 years = 18 10 or more years = 20	20
TOTAL Technical Score		50

21.1.2 The bidders will be allocated their Total Technical Points (Maximum of 50 Technical Score) from the summation of the table in Section 2.1.1.1.

2.1.1.3 The following example illustrates the methodology that will be used during the calculation of the bidder's scores:

Bidder	Total Technical Points	Formula calculation	Total Technical Score
Bidder 1	5	5/50 X 50 max	5.00
Bidder 2	10	10/50 X 50 max	10.00
Bidder 3	25	25/50 X 50 max	25.00

2.2 FINANCIAL SCORE – 50 POINTS

2.2.1.1 **Bid Evaluated Value:** For each bid, Canada will determine the “**Bid Evaluated Value**” (BEV) based on the Evaluated cost of UHF Channel services in each of the mandatory coverage areas (G2, G3, G4, G5, H2, H3, H4, H5, I2, I3, I4, and I5);

Canada will make these calculations using the prices provided by the bidder in its completed Annex B – IOR UHF Pricing Tables.

2.2.1.2 **Total Financial Points (TFP):** Calculated based on the Sum of the Evaluated Bid Value at Month 0 for each of the mandatory coverage areas (G2, G3, G4, G5, H2, H3, H4, H5, I2, I3, I4, and I5) for the total of 5 years (1 yr initial + 4 one year optional periods)

2.2.1.3 **Calculation of Bidder’s Financial Score:**

- a) Each bidder’s Evaluated Bid Value will be converted to a score out of 50, based on its relative price compared to other compliant bidders.
- b) The bidder with the lowest Evaluated Bid Value will be allocated the maximum of 50 points. All other bidders’ scores will be calculated by determining the ratio of its Evaluated Bid Value in relation to the lowest Evaluated Bid Value. Each bidder’s financial score will be rounded to 2 decimal places. The formula that will be used to calculate the ratio is as follows:

$$[\text{TFP of lowest scoring bidder} / \text{Bidder's TFP}] \times 50$$

- c) This example illustrates the calculation of the Total Financial Score:

Bidder	Total Financial Points	Formula calculation	Total Financial Score
Bidder 1	\$10,000,000.00	$\$10,000,000 / \$10,000,000 \times 50$	50.00
Bidder 2	\$20,000,000.00	$\$10,000,000 / \$20,000,000 \times 50$	25.00
Bidder 3	\$11,000,000.00	$\$10,000,000 / \$11,000,000 \times 50$	45.45

2.3 TOTAL SCORE – 100 POINTS

2.3.1.1 **Calculation of Bidder’s Final Score:**

- a) Each bidder’s Final Score will be calculated by adding its Technical Score and Financial Score, as illustrated in the following table:

	Bidder 1	Bidder 2	Bidder 3
Total Financial Evaluation Score	50.00	25.00	45.45
Total Technical Evaluation Score	5.00	10.00	25.00
Final Score	55.00	35.00	70.45

- b) The bidder with the highest Final Score will be recommended for contract award, subject to the provisions of this bid solicitation.

Annex F

Technical Acceptance Test Plan for UHF Channel in the Indian Ocean Region (IOR)

1.0 OVERVIEW

- 1.0.1.1 This document describes how SSC will, for one time only, conduct an acceptance test to verify that the Service is capable of receiving and retransmitting signals originating from MIL-STD 188-183B compliant terminals. This standard is also referred to "Department of Defence Interoperability Standard for Multiple-Access 5 KHz and 25 KHz UHF Satellite Communications Channels (Integrated Waveform)". Successful outcome of this one-time test, as listed below in Section 2.0, is a deliverable once the frequencies are allocated.
- 1.0.1.2 This Acceptance Test will be conducted by Canada immediately after the contract is awarded. The winning bidder will then have up to 60 business days to provide an UHF channel and a pair of NATO/DoD coordinated frequencies. Once the Contractor informs Canada that they have obtained the UHF channel and the pair of NATO/DoD coordinated frequencies, the Technical Authority and the Contractor will schedule the test. The Acceptance Plan will last for 5 business days. The process can involve an indeterminate amount of tests and network adjustments within these 5 business days. There are 4 tests in this plan, as described below.
- a) Each of four tests must be a PASS to be considered successful. If successful, then the first Service Order will be placed immediately and the Contractor is expected to have the pair of NATO/DoD coordinated frequencies and the UHF channel available for immediate use by Canada.
 - b) If after the 5 business days of testing is over and if any tests FAIL, then the Acceptance Test Plan will be considered unsuccessful. The Contractor and Canada will analyze the results and if the failure is terminal, then the contract will be cancelled.

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2.0 ACCEPTANCE TEST PLAN

INTEGRATED WAVEFORM ACCEPTANCE TEST

Test	Equipment	Procedures	PASS/FAIL
A) Initiate a voice call between 2 radios utilizing Integrated Waveform (IW)	2 x AN/PRC-117G radios complete with batteries, handset and satcom antennae.	Users will assemble radios, turn on radios, obtain a signal from the satellite, load encryption and place radio in Integrated Waveform (IW) mode of operations.	If the two users are able to initiate a call between themselves, then this test will be considered a PASS.
B) Successfully conduct voice communications between 2 radios utilizing Integrated Waveform (IW)	2 x AN/PRC-117G radios complete with batteries, handset and satcom antennae.	Users will conduct a 2 –way encrypted voice conversation for 2 minutes with another radio employing the Integrated Waveform (IW) mode of operations.	If the two users are able to conduct a 2-way conversation for at least 2 minutes, then this test will be considered a PASS.
C) Initiate a data call between 2 radios utilizing Integrated Waveform (IW)	2 x AN/PRC-117G radios complete with batteries, handset, black and red data cables, and satcom antennae.	Users will assemble radios, turn on radios, obtain a signal from the satellite, load encryption and place radio in Integrated Waveform (IW) mode of operations. Users will connect computers to the radios for passing encrypted data between the 2 radios.	If the two users are able to initiate a data call between themselves, then this test will be considered a PASS.
D) Successfully conduct data communications between 2 radios utilizing Integrated Waveform (IW)	2 x AN/PRC-117G radios complete with batteries, handset, black and red data cables, and satcom antennae.	Users will pass data between the computers, over the radios, employing Integrated Waveform (IW) mode of operations. The data transferred will consist of a 100 Kb file to be sent from one user to another. Once that is successful, another different 100 Kb file will be sent in the opposite direction between the two users.	If the two users are able to transfer a 100 Kb file from both directions, then this test will be considered a PASS.

