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Bid Receiving Public Works and Government
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Pacific Region

401 - 1230 Government Street
Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada -
Pacific Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet RISO - SATELLITE IMAGERY		
Solicitation No. - N° de l'invitation 23145-140714/A		Date 2014-06-12
Client Reference No. - N° de référence du client 23145-140714		Amendment No. - N° modif. 001
File No. - N° de dossier VIC-3-36231 (246)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-246-6491		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2014-06-12
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-30		Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène		Buyer Id - Id de l'acheteur vic246
Telephone No. - N° de téléphone (250) 363-3404 ()	FAX No. - N° de FAX (250) 363-3344	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation No. - N° de l'invitation

23145-140714/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

vic246

Client Ref. No. - N° de réf. du client

23145-140714

File No. - N° du dossier

VIC-3-36231

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION**1. Introduction**

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

Part 1: General Information: provides a general description of the requirement;

Part 2: Offeror Instructions: provides the instruction applicable to the clauses and conditions of the RFSO;

Part 3: Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

Part 5: Certifications: includes the certifications to be provided;

Part 6: Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses;

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions.

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up pursuant to the Standing Offer.

The Annexes include the Requirement, the End User License Agreement (EULA), the Basis of Payment, the Standing Offer Usage Reporting Form, and the Certifications.

2. Summary

To supply to the Natural Resources Canada (NRCan), Canadian Forest Service (CFS), National Forest Inventory (NFI) program: High resolution, sub 0.75m panchromatic satellite imagery to be used by the NFI and its Provincial and Territorial collaborators on an "as and when requested" basis in accordance with the requirement detailed herein.

The period of the Standing Offer is from date of issuance to 14-Jun-2016 inclusive, with the option to extend the Standing Offer for an additional three (3) periods of one (1) year each under the same conditions.

Estimated total yearly expenditure is CDN \$283,500.00 including Applicable Taxes for all imagery types. This value does not represent a commitment by Canada and is only an estimation of the potential value of all call-ups which may be placed by the Identified User (NRCan-CFS) against all the Standing Offers issued as a result of this Request for Standing Offers (RFSO).

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

For service requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

The requirement is subject to a preference for Canadian goods and/or services

An offer must comply with the requirements of the RFSO and meet all mandatory technical and financial evaluation criteria listed herein to be declared responsive. Offers will be evaluated separately for each satellite-sensor or constellation-sensor. The responsive offer with the lowest evaluated price per satellite-sensor will be recommended for issuance of a Standing Offer. Canada intends to issue only one (1) Standing Offer per satellite sensor. This Request for Standing Offer may result in the award of multiple Standing Offers. A Standing Offer may combine several sensors in the event that the same Offeror is recommended for issuance of a Standing Offer for multiple sensors.

This Public Works and Government Services Canada (PWGSC) office provides procurement services to the public in English.

It is the responsibility of the Offeror to ensure that all addenda issued prior to solicitation closing have been obtained and addressed in the submitted offer.

Offerors intending to submit offers should obtain solicitation documents from the Government Electronic Tendering System (GETS) at <https://buyandsell.gc.ca/procurement-data/tenders>. Addenda, when issued, will be available on GETS. Suppliers basing their submissions on solicitation documents obtained from other sources do so at their own risk.

For further information, please refer to the solicitation documents.

3. Security Requirement

There is no security requirement applicable to this Standing Offer.

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** [☐] **NO** [☐]

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** [☐] **NO** [☐]

If so, the Offeror must provide the following information:

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

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

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date**. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (One (1) hard copy)

Section II: Financial Offer (One (1) hard copy)

Section III: Certifications (One (1) hard copy)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to that of the Request for Standing Offers;

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>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work detailed in Annex A.

I.1 Mandatory Technical Evaluation Criteria

See PART 4, Paragraph 1.2.1 of the Request for Standing Offer (RFSO).

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex C - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

II.1 Mandatory Financial Evaluation Criteria

See PART 4, Paragraph 1.3.1 of the Request for Standing Offer (RFSO).

II.2 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.
The following credit card(s) are accepted:
VISA _____
Master Card _____
- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card. Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion

II.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All Offers including such provision will render the offer non-responsive.

II.4 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two (2) responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

1.1. Documents Required for Bid Evaluation Purposes

The Offeror must provide the following documents with its offer:

- a) Technical Offer addressing all of the mandatory technical criteria and instructions detailed in Part 4, section 1.2.1 of the Request for Standing Offer (RFSO); and
- b) Financial Offer addressing all of the mandatory financial criteria and instructions detailed in Part 4, section 1.3.1 of the RFSO; and
- c) All Certifications required with the Offer detailed in Section 1.3 of Annex E of this RFSO.

Failure to submit all documents required with the Offer will result in the Offeror's offer being declared non-responsive and given no further consideration.

1.2. Technical Evaluation

1.2.1. Mandatory Technical Criteria

In order for the Offeror's technical offer to be given further consideration, it must demonstrate compliance with all of the following mandatory technical criteria:

- a) Submit a technical offer addressing all of the mandatory technical evaluation and following the instructions detailed in Appendix A at Annex A - Requirement; and
- b) Submit all documents required with the Offer as detailed in Part 4, Section 1.1;

Technical offers will be evaluated separately for each satellite-sensor or constellation-sensor.

Failure to meet any of the above mandatory technical evaluation criteria will result in the Offeror's offer being declared non-responsive and given no further consideration.

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

In order for the Offeror's financial offer to be given further consideration, it must demonstrate compliance with all of the following mandatory financial criteria:

- a) Offerors must submit their financial offer using the financial evaluation table and following the instructions provided at Annex C - Basis of Payment;

Failure to meet any of the above mandatory financial evaluation criteria will result in the Offeror's offer being declared non-responsive and given no further consideration.

1.3.2 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB Destination, Canadian customs duties and excise taxes included.

1.3.3 Calculation of the Evaluated Price of the Offer

Financial offers will be evaluated separately for each satellite-sensor or constellation-sensor.

For financial evaluation purposes only, the estimated yearly usage listed in column (F) of Annex C will be multiplied by the aggregate of the yearly prices offered (Years 1 through 5) corresponding to each item. The extended total thus calculated for each item will be added together to obtain the evaluated price of the offer (Item C.5). See example provided at Annex C.

Estimated usage will be used for financial evaluation purposes only. It does not represent a commitment by Canada and is only an estimation of the potential value of all call-ups which may be placed by the Identified User against all the Standing. Estimated usage will be removed from the resulting Standing Offers.

The pricing for extension Years 3, 4, and 5 will be subject to the Standing Offer period extension(s) being exercised under Part 7.A Section 4.2

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical and Financial Criteria

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical and financial criteria to be declared responsive.

The responsive offer with the lowest evaluated price per satellite-sensor (Item C.5 at Annex C) will be recommended for issuance of a Standing Offer.

2.2 Number of Standing Offers

Canada intends to issue only one (1) Standing Offer per satellite-sensor.

A Standing Offer may combine several satellite-sensors or constellation-sensors in the event that the same Offeror is recommended for issuance of a Standing Offer for multiple sensors.

2.3 Total Estimated Cost of the Standing Offer(s) issued:

The estimated yearly expenditure of CDN \$283,500 indicated in section 2 (Summary) of Part 1 will be pro-rated to the period of the Standing Offer and equally distributed amongst all Standing Offers issued as a result of this RFSO process, regardless of the number of sensors covered by each Standing Offer. This dollar figure will be identified as the Total Estimated Cost on Page 1 of each issued Standing Offer.

The Total Estimated Cost does not represent a commitment by Canada and is only an estimation of the potential value of all call-ups which may be placed by the Identified User against all Standing Offers issued for this RFSO. The Total Estimated Cost will be identified by Canada on each Standing Offer for internal administrative purposes.

Any amendment to the Total Estimated Cost after initial issuance of the Standing Offer (e.g. to exercise extension Year 3) will be equally distributed amongst all Standing Offers issued and/or exercised.

PART 5 - CERTIFICATIONS

See ANNEX E.

PART 6 - SECURITY, FINANCIAL, AND INSURANCE REQUIREMENTS

1. Security Requirement

There is no security requirement applicable to this Standing Offer.

2. Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

3. Insurance Requirements

See section 7 under Part 7B - Resulting Contract Clauses.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirement detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: From March 15 to June 14
- 2nd quarter: From June 15 to September 14
- 3rd quarter: From September 15 to December 14
- 4th quarter: From December 15 to March 14

The data must be submitted to the Standing Offer Authority no later than twenty (20) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from the date of issuance of the Standing Offer to 14-Jun-2016 inclusive (Years 1 and 2).

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional periods of one (1) year each as defined below under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

Extension Year 3: From 15-Jun-2016 to 14-Jun-2017

Extension Year 4: From 15-Jun-2017 to 14-Jun-2018

Extension Year 5: From 15-Jun-2018 to 14-Jun-2019

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Hélène Kobenter
Supply Specialist
Public Works and Government Services Canada
1230 Government Street, Suite 401
Victoria, British Columbia Canada
V8W 3X4
Telephone: (250) 363-3404
E-mail: Helene.Kobenter@pwgsc-tpsgc.gc.ca

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

5.2 Technical Authority

The Technical Authority for the Standing Offer is:

(inserted upon issuance of the standing offers)

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

5.3 Project Authority

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

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

5.4 Offeror's Representative *(To be filled in as specified in the Offeror's Offer)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail: _____

6. Proactive Disclosure of Contracts with Former Public Servants *(If applicable as specified in the Offeror's Offer in article 3 of Part 2 of the Request for Standing Offers (RFSO)).*

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

7. Identified Users

The Identified User(s) authorized to make call-ups against the Standing Offer is/are: *(Inserted at time of issuance of the Standing Offer).*

8. Call-up Procedures

The Standing Offer (SO) Holder acknowledges that multiple Standing Offers may be issued for this requirement. Call-ups will be allocated among the SO Holders in accordance with the methodology described below.

- 8.1 A list of requested images for the areas of interest will be given by the Identified User to the first ranked SO Holder (i.e. the Offeror that is offering the lowest pricing for the required image type, regardless of imagery source/satellite-sensor) who must respond within three (3) business days whether or not it has the requested images. If the images are available, they will be ordered from the first ranked SO Holder.
- 8.2 If the images are not available from the first ranked SO Holder, the Identified User may request the images from the second ranked SO Holder (i.e. the Offeror that is offering the second lowest pricing for the required image type regardless of imagery source).
- 8.3 The process defined in steps 8.1 and 8.2 above will continue until such time as the Identified User has obtained all required images for the areas of interest from all available Standing Offers.
- 8.4. In the event of two SO Holders offering the same image pricing for the same image type and same areas of interest, the Identified User will invite both offerors to respond in accordance with step 8.1, and preference will be given to the Offeror having the most images available.
- 8.5. Satellite-Sensors or Constellation-Sensors must be fully commissioned at the time the call-up procedure is initiated. Refer to offeror notification requirements under Part 7B, Section 9.
- 8.6 There is no financial limitation imposed on the Standing Offers, and therefore no limitation on the number of images that may be purchased from a single SO Holder as long as compliance with all call-up procedures detailed in this Standing Offer are being adhered to and properly documented by the Identified User.
- 8.7 Authorized Call-ups against this Standing Offer must be made using duly completed form identified in Part 6A, Section 9.
- 8.8 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 8.9 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the terms and conditions of the Standing Offer in effect at the time of call-up.
- 8.10 The Identified User must forward copies of all call-ups and call-up amendments issued against this Standing Offer to the Standing Offer Authority within 14 calendar days from issuance.

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* OR equivalent Departmental Call-up Document.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer to be issued by the Identified User must not exceed **CDN \$85,000.00** including Applicable Taxes.

Any call-up to be issued in excess of CDN \$85,000.00 (Applicable Taxes included) must be approved by the Standing Offer Authority. The Identified User must provide the following documentation to the Standing Offer Authority:

- a) a copy of the Call-up;
- b) a statement of how the Offeror was chosen in accordance with the Call-up Procedures;

11. Total estimated cost of the standing offer

The Total Estimated Cost stated on page 1 of the Standing Offer does not represent a commitment by Canada and is only an estimation of the potential value of all call-ups which may be placed by the Identified User against the Standing Offer. The cumulative amount of all call-ups issued against a Standing Offer may exceed that estimated cost.

12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) The general conditions 2035 (2014-03-01), General Conditions – Higher Complexity - Services;
- e) Annex A – Requirement;
- f) Annex B – End User License Agreement (EULA)
- g) Annex C - Basis of Payment;
- h) The Offeror's offer dated ____ (*Inserted at time of issuance of Standing Offer*)

13. Certifications

13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13.2 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification

14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the offeror in its offer, if applicable*).

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must provide the satellite imagery services detailed in call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2014-03-01), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

2.1.1 Interest

Section 17 Interest on Overdue Accounts, of 2035 (2014-03-01) General Conditions – Higher Complexity – Services will not apply to payments made by credit cards at point of sale

2.1.2 Limitation of Liability

The Licensor's liability to Licensee for claims, costs, losses, damages relating to the Product or otherwise arising out of, related to, or connected with this License will not exceed the actual amount the Licensee paid for the specific Product that directly gave rise to the damages claimed, regardless of the form of the action, whether based on contract, negligence, Product liability, trade practices, or otherwise. The limitations contained in this Article are not made where prohibited by law.

2.2 End User License Agreement (EULA)

The terms of the End User License Agreement at Annex B apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

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

4. Proactive Disclosure of Contracts with Former Public Servants *(If applicable as specified in the Offeror's Offer in article 3 of Part 2 of the Request for Standing Offers (RFSO)).*

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

5. Payment

5.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in the Basis of Payment in Annex C. Customs duties are included and Applicable Taxes are extra.

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 in the Work.

5.2 Payment of Invoices by Credit Card *(If applicable as specified by the Offeror under Part 3, Section II.2 of the request for standing Offer)*

The following credit card is accepted: _____ OR
The following credit cards are accepted: _____ and _____.

5.3 Single Payment

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

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

5.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes – Foreign-based Contractor

6. Invoicing Instructions – NRCan - EMAIL OR FAX ONLY

1. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Unless otherwise specified in the call-up, the Offeror must invoice separately for each call-up upon completion.
3. All invoices submitted to Natural Resources Canada (NRCan) must include the following information for processing:
 - *Invoice date*
 - *Invoice number*
 - *Amount due (required currency specified)*
 - *If prepaid by credit card, ensure that the invoice clearly indicated "Paid by Credit Card"*
 - *Valid NRCan reference number (normally the purchase order number). This number is 10 numeric digits long or 9 alphanumeric digits.*

If you are unsure which NRCan reference number to include on your invoice, please contact the departmental representative listed on the purchase order or contract. ‘

Should any of the information required for processing the payment be missing, the supplier's invoice will be returned at the discretion of NRCan and will remain unpaid until valid payment referencing is provided.

4. All invoices must be submitted using one of the following methods (only one copy of the invoice should be sent to the department):

1) Email (preferred method): Invoicing-Facturation@NRCan-RNCan.gc.ca

Note:

1. Departmental contact (project authority) identified in the contract must be cc'd on the email.
2. Suppliers are required to use PDF file format, as other formats are not compatible with and are not recognized by our systems.
3. PDF file name should not contains sign such as #, \$, %, etc.
4. Only one invoice per PDF file can be recognized by our systems (an email can contain multiple PDF attachments). All supporting documents should be included within the invoice PDF file.
5. An automatic reply will be sent as notification that their e-mail has been received (and should be kept for reference on any later payment inquiries).
6. This e-mail address is to be used only for submitting invoices. ***Inquiries regarding payment status should be sent by e-mail to: SSOinvoiceimaginginquiries@NRCan-RNCan.gc.ca***

2) Fax: 613-947-0987 (in the National Capital Region) 1-877-94 7-0987 (toll-free)

Note:

- Suppliers sending invoices by fax are required to use the highest quality settings available, as low quality copies will not be accepted as valid for payment processing. The Invoice is required to be the first page and any supporting documents on the following pages. No fax cover sheet is required.
- This fax number is to be used only for submitting invoices. ***Inquiries regarding payment status should be sent by e-mail to: Payments@nrcan.gc.ca***.

Note: NRCan can no longer accept invoices by courier or regular mail. We appreciate your willingness to support our Green Initiative.

7. Insurance

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

8. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirement at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

9. Satellite-Sensors or Constellation-Sensors Not Yet Commissioned

In the case of a Satellite-Sensor or Constellation-Sensor not fully commissioned at the time of issuance of the Standing Offer, the Offeror will inform the Standing Offer Authority in writing within six (6) months of the service becoming available.

ANNEX A – REQUIREMENT

SATELLITE IMAGERY

High Resolution Panchromatic Image Acquisition

The National Forest Inventory (NFI) project within the Canadian Forest Service (CFS) requires high resolution, sub 0.75 m panchromatic satellite imagery to be used by the NFI and its Federal, Provincial and Territorial collaborators.

Scope of Work

Provide sub 0.75 m panchromatic satellite imagery for specified areas of Canada from new acquisitions and archives.

Licensee / Identified User

The Licensee / Identified User shall be Natural Resources Canada

End User License Agreement (EULA)

The Product, Derived Product, Other Derived Products and Information Products will be licensed according to the terms of the EULA attached as Annex B.

A.1 Web Access

The Licensee and Customer Group may post the Product and/or Derived Product and/or Other Derived Products on their respective web sites at full resolution, in segments that are a minimum footprint 2 km x 2 km with 500 m buffer, in a static, non-modifiable, non-downloadable, non-distributable fashion, and in a manner that does not allow a third party to extract or access the Product as a standalone file.

A.1.1 Restricted Web Access

In the event that there are any areas of interest that fall within "metropolitan" centres that the Offeror is unable to allow for Web Access as per A.1, any such area(s) must be clearly identified in advance with the Offeror's bid. If not identified in advance, use of the image will be subject to the web usage as defined in A.1.

If subject to "restricted" use, each Area of Interest (AOI) defined in the additional files in A.2, shall be individually identified as being subject to this restricted web access. Generic descriptions such as city names shall not be acceptable for inclusion in "restricted web access" areas.

The Licensee and Customer Group shall agree that imagery from any area(s) identified under this clause shall not be displayed on any publicly accessible internet web site at resolutions finer than 20m, however the Product or Derivative Works may be utilized at full resolution by the Licensee and the Customer Group for their internal use.

Any area(s) not identified under this clause prior to bid closing shall be governed by Section A.1 Web Access.

A.2 Additional Files

Support files for this Request for Standing Offer are a shape file and KML file for the plots for which we need to acquire imagery in Canada. These will be made available to the Offeror. Please refer to these when addressing ability to provide images as this can be constituted as our areas of interest (AOI). Vendors are to submit a hyper linked list of available archive imagery based on the included shape file so that browse images can be viewed and evaluated.

APPENDIX A to ANNEX A – MANDATORY TECHNICAL EVALUATION CRITERIA

The Offeror's technical Offer must demonstrate compliance with all aspects of the Requirement at Annex A.

In order for the Offeror's technical offer to be given further consideration, it must demonstrate compliance with all of the following mandatory technical criteria

Mandatory Technical Criteria All satellite imagery supplied by the Offeror under the Standing Offer must comply with the following:	Complies? YES/NO	Refer to Offeror's Technical Offer Page#
1. Cloud Cover		
(a) Ability to provide imagery where the NFI plot area within the image is completely free of cloud cover. Cloud cover is defined as "the presence of clouds, cloud shadows and / or atmospheric haze in a Product that degrades the Product's pixel values to the extent that interpretation or classification of those values would be adversely affected or that it would be difficult to conduct image analysis that is consistent with images of adjacent geographic areas in which Cloud Cover is not present."		
2. Specifications - All Imagery		
(a) The 2 km x 2 km NFI plot and a 500 meter buffer around each must be completely free of cloud cover as defined above.		
(b) Each image is to be projected to the UTM projection based on the NAD 83 datum.		
(c) Ground sampling distance to be less than 75 cm.		
(d) Any resampling done to the imagery during reprojection or other processing must use cubic convolution with a 4 x 4 kernel.		
(e) No images are to be tiled.		
(f) All images must include the NFI plot number, Image or Scene ID number and image acquisition date in the file name (i.e. nfiplot_sceneid_ yyyymmdd_filename).		
(g) All images are to be delivered as 16-bit data on DVD-R media		
3. Archived Imagery		
(a) Maximum image size to be 7 km x 7 km ensuring it contains the 2 km x 2 km NFI plot and 500 m buffer with the NFI plot centered in the middle of the image as much as possible.		
(b) Image acquisition date must be between June 15 and August 31 from 2006 onwards		

Solicitation No. - N° de l'invitation
23145-140174/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Vic246

Client Ref. No. - N° de réf. du client
23145-140174

File No. - N° du dossier
VIC-3-36231

CCC No./N° CCC - FMS No/ N° VME

Mandatory Technical Criteria All satellite imagery supplied by the Offeror under the Standing Offer must comply with the following:	Complies? YES/NO	Refer to Offeror's Technical Offer Page#
4. Acquired New Imagery		
(a) Maximum image size to be 10 km x 10 km ensuring it contains the 2 km x 2 km NFI plot and 500 m buffer with the NFI plot centered in the middle of the image as much as possible.		
(b) Acquisition time frame is from June 15th to August 31st in any year.		

ANNEX B

END USER LICENSE AGREEMENT (EULA) FOR COMMERCIAL SATELLITE IMAGERY ACQUIRED BY NATURAL RESOURCES CANADA (NRCan)

B1.0 INTRODUCTION AND CONTEXT

This End User License Agreement concerns the terms and conditions associated with the use of Commercial Satellite Imagery (the Product) between the Parties of the Agreement. Definitions used in this Agreement are provided in Article B2.0.

The rights of the Licensee for use of Products provided by the Licensor, as well as Derived Products and Information Products are set out in this Agreement, which forms the whole of the license between the Parties.

A Customer Group is defined in Article B7.0 identifying the entities with which the Licensee may share Products within the terms of the license.

All Products licensed herein are provided through Call-Ups to Regional Individual Standing Offer (RISO) #23145-140714/xxx/VIC, where /xxx indicates the individual standing offer number (001, 002) if multiple standing offers are awarded.

B2.0 DEFINITIONS

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

“Canada”, “Crown”, “Her Majesty”, “Government of Canada”, or “The Government” means 'Her Majesty the Queen in right of Canada'.

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

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

“Identified User” means Natural Resources Canada, Canadian Forest Service, Pacific Forestry Centre.

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

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

“Licensee” means the Identified User.

“Customer Group” means the entities as set out in Article B7.0 with which the Licensee may share the Product obtained pursuant to the License.

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

“Metadata” means any data other than the imagery itself which describes or qualifies the imagery information from a Product including, but not limited to, geo-coding information, acquisition time, associated ground truth, sensor configuration, sensor geometry, satellite ephemeris, and other ancillary information which further describes a Product or the sensor configuration or platform on which it is carried. The metadata delivered with the imagery would include a copy of this License Agreement either embedded or as an attached file.

“Regional Individual Standing Offer (RISO)” means standing offer # 23145-140714/xxx/VIC entitled “Regional Individual Standing Offer for Satellite Imagery Services” in reference to satellite imagery products under which the products associated with this license have been purchased.

“Offeror” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to provide goods, services or both under the call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

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

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

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

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

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

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

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

B3.0 GENERAL

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

B4.0 OWNERSHIP

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

B5.0 DURATION OF LICENSE

The duration of the License is in perpetuity.

B6.0 GRANT OF LICENSE

B6.1 Product

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

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

B6.2 Derived Product

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

- a. To make an unlimited number of soft and hard copies of the Derived Product for the internal use of the Licensee;
- b. To distribute to the Licensee's employees, agents, consultants or contractors or both contractors and subcontractors, who are under a duty of confidentiality and product use no less restrictive than Licensee's duty hereunder, the Derived Product or copies of the Derived Product by either a physical delivery medium or using a computer data network with access control mechanisms protecting the Product from unauthorized access;
- c. To store, post or process the Derived Product in a system including access control mechanisms protecting the Product from unauthorized access;
- d. To use and distribute among the entities named in the Customer Group in this License Agreement the Derived Product or copies of the Derived Product without restriction except for the requirement to provide copyright notice with the Derived Product or copies of the Derived Product;
- e. To release for publication, with copyright notice, print or display representations or both of imagery from the Derived Product, to publish or have published these in research reports, journals, trade papers, posters, or similar publications for purposes consistent with the mandates of the Licensee;
- f. To distribute the Derived Product in accordance with the same copyright and license restrictions of the Product as stated in Article B.6.1;
- g. To make Derived Products available to its consultants or contractors or both contractors and subcontractors, for purposes otherwise consistent with the uses detailed in this License Agreement and subject to the restrictions herein, and without the right of the consultants or contractors or both contractors and subcontractors, to transfer or sublicense; and,
- h. To comply with national regulations of the country of the satellite owner when provided in writing from the Licensor with respect to further distribution of the Derived Product to prohibited entities or countries.

B6.3 Other Derived Product

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

- a. All uses listed for Derived Products under Article B6.2, and
- b. Unlimited dissemination of irreversibly compressed files, such as .jpg, posted on Internet websites. Such images must contain copyright notice and will have no other limitations on use or distribution.
- c. For products identified as "Restricted Web Access" in Annex A, Section A1.1 , unlimited dissemination of irreversibly compressed files, such as .jpg, posted on Internet websites provided that the quality of the data available for download is without associated geospatial information and resolutions are coarser than 20 m. Such images will contain copyright notice and will have no other limitations on use or distribution.

B6.4 Information Product

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

B7.0 CUSTOMER GROUP

The scope for the Licensee's sharing of Products consists of all the entities named below:

B7.1

ALL of the following Canadian Government entities so long as none represent defense and intelligence agencies or entities:

1. Environment Canada
2. Parks Canada
3. Aboriginal Affairs and Northern Development Canada

B7.2

ALL of the following Provincial and Territorial Government entities so long as none represent defense and intelligence agencies or entities:

1. British Columbia Provincial Government
2. Alberta Provincial Government
3. Saskatchewan Provincial Government
4. Manitoba Provincial Government
5. Ontario Provincial Government
6. Quebec Provincial Government
7. New Brunswick Provincial Government
8. Nova Scotia Provincial Government
9. Prince Edward Island Provincial Government
10. Newfoundland & Labrador Provincial Government
11. Yukon Territory Government
12. Northwest Territories Government
13. Nunavut Government

B8.0 LIMITATIONS ON LICENSE

Licensee agrees and understands that it may NOT:

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

B9.0 APPLICABLE LAW

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

B10.0 EXPORT CONTROLS

It is understood that Licensee will not knowingly share any Products or Derived Products with any Restricted Groups that are defined in the export restrictions of a jurisdiction applicable to commercial satellite imagery, for the duration of the License when these restrictions are in effect, subject to the laws of Canada.

For the USA, these Restricted Groups include:

- (i) any person or entity who is headquartered in, organized under the laws of or a citizen of any country on the United States State Department List of State Sponsors of Terrorism;
- (ii) any person or entity who is subject to sanctions administered by the United States Office of Foreign Assets Control ("OFAC"), including, without limitation, persons who are designated by OFAC from time to time as "Specially Designated Nationals or Blocked Persons;"
- (iii) any person or entity who is prohibited from receiving Products or Derived Products pursuant to any license granted to Licensor to operate the Satellite-Sensor or Constellation-Sensor; or
- (iv) any person who under U.S. laws, regulations or orders is otherwise prohibited from receiving such products. from receiving such products (collectively "Restricted Groups"). Moreover, it is understood that Licensee will not knowingly distribute any Products or Derived Products to any Restricted Groups.

B11.0 WARRANTY

B11.1 Product

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

B11.2 Storage Media

- a. The Licensor warrants that the delivery storage media, other than FTP, on which the Product is supplied to the Licensee will be free from material defect in materials and workmanship under normal use for a period of thirty (30) calendar days from the date of the Licensee's receipt of the Product. The foregoing warranty is exclusive and in lieu of all other warranties, express, implied or statutory. The Licensor specifically disclaims all other warranties including but not limited to any warranty of merchantability, fitness for a particular purpose, title or against infringement. The Licensee is solely responsible for selection of the Product to achieve the Licensee's intended results or for the Licensee's particular applications, and no warranties, guarantees or representations are made regarding the use or the results of the use of the Product in terms of its correctness, accuracy, reliability, currentness or otherwise.

Solicitation No. - N° de l'invitation 23145-140174/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur Vic246
Client Ref. No. - N° de réf. du client 23145-140174	File No. - N° du dossier VIC-3-36231	CCC No./N° CCC - FMS No/ N° VME

ANNEX C – BASIS OF PAYMENT

Financial Offers – Instructions

For the Offeror's financial offer to be given further consideration, it must demonstrate compliance with the following instructions and mandatory financial evaluation criteria:

1. Offeror must submit their financial offer(s) using the table/evaluation form provided in this Annex; and
2. Offerors must submit firm all-inclusive pricing \$CDN PER IMAGE, Applicable Taxes Excluded, FOB Destination Victoria BC, Canada for mandatory items C.1 and C.2 for each period of the Standing offer (Years 1 through 5 included); and
3. Offerors must list all satellite-sensors or constellation-sensors to which the pricing offered applies, including all Satellite-Sensors or Constellation-Sensors not fully commissioned at time of RFSO closing date. A minimum of one (1) satellite-sensor name must be provided in order for the offeror's offer to be given further consideration. If pricing varies by satellite-sensor, Offerors must submit a separate financial offer for each sensor (or group of sensors); and
4. Restrictive Web Use Images (Items C.3 and C.4):
 - a. If applicable, the Offeror must submit a list clearly identifying the areas of interests that will be subjected to Restricted Web Access as defined in clause A.1.1 at Annex A – Requirement with its offer, along with firm all-inclusive pricing \$CDN per image for items C.3 and C.4 for each period of the Standing Offer (Years 1 through 5 included).
 - b. In the event that "Restricted Web Use" images are not applicable, the Offeror must indicate "N/A".
 - c. If "Restricted Web Use" images are not offered by ALL offerors, they will not be utilized for evaluation purposes.
 - d. If "Restricted Web Use" images are offered by ANY offeror, the price used for evaluation purposes only will be as follows: If pricing is submitted, the pricing offered will be utilized. If the offeror does not submit pricing, the highest price submitted by ANY offeror for that same satellite-sensor will be utilized.

Financial offers will be evaluated separately for each satellite-sensor or constellation sensor.

Refer to evaluation procedures and basis of selection detailed in Part 4 of the Request for Standing Offer (RFSO)

Pricing offered below applies to the following Satellite-Sensor(s) or Constellation-Sensor(s) (Offeror must specify, including all Satellite-Sensors or Constellation-Sensors not fully commissioned at time of RFSO closing date):

1. _____ 4. _____ 7. _____
2. _____ 5. _____ 8. _____
3. _____ 6. _____ 9. _____

Firm All-Inclusive Pricing \$CDN PER IMAGE, Applicable Taxes Excluded, FOB Destination Victoria BC Canada									
	Year 1 <small>From date of issuance of the RISO To: 14-Jun-2015</small>	Year 2 <small>Fr: 15-Jun-2015 To: 14-Jun-2016</small>	Extension Year 3 (*) <small>Fr: 15-Jun-2016 To: 14-Jun-2017</small>	Extension Year 4 (*) <small>Fr: 15-Jun-2017 To: 14-Jun-2018</small>	Extension Year 5 (*) <small>Fr: 15-Jun-2018 To: 14-Jun-2019</small>	Estimated Yearly Usage	Extended Total		
Item	Image Type	(A)	(B)	(C)	(D)	(E)	(F)	= (A+B+C+D+E)*(F)	
C.1	ARCHIVE Imagery (Mandatory) as defined in Annex A, Appendix A, Section 3	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	25 images	\$	
C.2	Acquired NEW Imagery (Mandatory) as defined in Annex A, Appendix A, Section 4	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	225 images	\$	
C.3	ARCHIVE Imagery with RESTRICTED Web use per Annex A, Section A.1.1. (IF applicable)	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	1 image	\$	
C.4	Acquired NEW Imagery with RESTRICTED Web use per Annex A, Section A.1.1. (IF applicable)	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	\$ _____ ea	1 image	\$	
C.5	EVALUATED PRICE OF THE OFFER							\$	

(*) The pricing for extension Years 3, 4, and 5 will be subject to the Standing Offer period extension(s) being exercised under Part 7.A Section 4.2.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Vic246

Client Ref. No. - N° de réf. du client
23145-140174

File No. - N° du dossier
VIC-3-36231

CCC No./N° CCC - FMS No/ N° VME

Financial Evaluation - Example:

Pricing offered below applies to the following Satellite-Sensor(s) or Constellation-Sensor(s) (Offeror must specify, including all Satellite-Sensors or Constellation-Sensors not fully commissioned at time of RFSO closing date): 1. __STAGE____ 4. _____ 7. _____ 2. _____ 5. _____ 8. _____ 3. _____ 6. _____ 9. _____									
		Firm All-Inclusive Pricing \$CDN PER IMAGE, Applicable Taxes Excluded, FOB Destination Victoria BC							
		Year 1	Year 2	Extension Year 3 (*)	Extension Year 4 (*)	Extension Year 5 (*)	Estimated Yearly Usage	Extended Total	
Item	Image Type	From date of issuance of the RISO To: 14-Jun-2015	Fr: 15-Jun-2015 To: 14-Jun-2016	Fr: 15-Jun-2016 To: 14-Jun-2017	Fr: 15-Jun-2017 To: 14-Jun-2018	Fr: 15-Jun-2018 To: 14-Jun-2019	(F)	= (A+B+C+D+E) * (F)	
C.1	ARCHIVED Imagery (Mandatory) as defined in Annex A, Appendix A, Section 3	\$ 400.00 ea	\$ 405.00 ea	\$ 410.00 ea	\$ 415.00 ea	\$ 420.00 ea	25 images	\$ 51,250.00	
C.2	Acquired NEW Imagery (Mandatory) as defined in Annex A, Appendix A, Section 4	\$ 800.00 ea	\$ 810.00 ea	\$ 820.00 ea	\$ 830.00 ea	\$ 840.00 ea	225 images	\$922,500.00	
C.3	ARCHIVED Imagery with restricted Web use per Annex A, Section A.1.1. (IF applicable)	\$ 300.00 ea	\$ 305.00 ea	\$ 310.00 ea	\$ 315.00 ea	\$ 320.00 ea	1 image	\$1,550.00	
C.4	Acquired NEW Imagery with RESTRICTED Web use per Annex A, Section A.1.1. (IF applicable)	\$ 700.00 ea	\$ 710.00 ea	\$ 720.00 ea	\$ 730.00 ea	\$ 740.00 ea	1 image	\$3,600.00	
C.5		EVALUATED PRICE OF THE OFFER						\$978,900.00	

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VIC-3-36231

CCC No./N° CCC - FMS No/ N° VME

ANNEX D - STANDING OFFER USAGE REPORTING FORMAT

TO: Hélène Kobenter
Standing Offer Authority
Public Works and Government Services
401 - 1230 Government Street
Victoria, BC V8W 3X4 Canada

Telephone: 250-363-3404
Facsimile: _____
E-mail: helene.kobenter@pwgsc-tpsgc.gc.ca

FROM: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail _____

STANDING OFFER No. _____

REPORTING PERIOD: From _____ to _____ (Year ____ Quarter ____)

Image Type	Qty	Total Amount Invoiced for the Reporting Period (Before Applicable Taxes) CDN\$
C1. ARCHIVED Imagery		
Satellite-sensor:		
Satellite-sensor:		
C2. Acquired NEW Imagery		
Satellite-sensor:		
Satellite-sensor:		
C1. ARCHIVED Imagery with RESTRICTED Web use		
Satellite-sensor:		
Satellite-sensor:		
C4. Acquired NEW Imagery with RESTRICTED Web use		
Satellite-sensor::		
Satellite-sensor:		
Total amount		\$

Total number of call-ups processed for the Reporting Period

Name and signature of person authorized to sign on behalf of Contractor (type or print)

Signature

Date

ANNEX E – CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

1.1 Certifications Required Precedent to Issuance of a Standing Offer

1.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC)-Labour's website.

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

1.2. Additional Certifications Required Precedent to Issuance of a Standing Offer

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

1.2.1 Integrity Provisions – Related Documentation

Offerors who are incorporated, including those submitting an Offer as a joint venture, must provide a complete list of names of all individuals (including middle names) who are currently directors of the Offeror:

Name (Last Name, First Name_Middle Name)	Position

1.3 Certifications Required with the Offer

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

1.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the services offered being treated as non-Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the [Supply Manual](#).

1.3.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

1.3.2 Legal Entity and Licensing Capacity Certification

By submitting an offer, the Offeror certifies that it is in compliance with either A) or B) below. The Offeror must provide the related documentation as indicated for the following certifications as applicable to their offer.

A) Offers from Satellite Operator Agencies (SOA) - Certification

If an Offeror is submitting an offer for satellite imagery products or data from a Satellite-Sensor or Constellation-Sensor for which it is the Satellite Operator Agency (SOA), the Offeror must submit a signed copy of the SOA Legal Entity and Licensing Capacity Certification Form below or alternate document with equivalent information.

SOA LEGAL ENTITY and LICENSING CAPACITY CERTIFICATION FORM

The Entity identified below certifies that:

- i) It is the Satellite Operator Agency which is the legal entity responsible for the operation of the Satellite-Sensor(s) or Constellation-Sensor(s) identified below;
- ii) It has the capacity to grant to Canada the license offered pursuant to the End User License Agreement (EULA) attached in Appendix B; and
- iii) It has all the rights necessary to license to Canada, on a royalty-free basis, to use their satellite imagery products or data pursuant to this Standing Offer;

Name of Entity: _____

Name of Satellite-Sensor(s) or Constellation-Sensor(s):

Name of Entity's Representative: _____

Signature: _____ Date: _____

B) Offers from non-Satellite Operator Agencies - Distributors or Resellers - Certification

To be completed by a Distributor authorized by one or more SOA(s) with rights to license the distribution rights of the satellite imagery product or data and by a Reseller authorized by one or more Distributors who have the rights to sub-licence the distribution rights of the satellite imagery product or data.

If an Offeror is submitting an offer for satellite imagery products or data from a Satellite-Sensor or Constellation-Sensor for which it is not the Satellite Operator Agency (SOA), the Offeror must submit a copy of the SOA Legal Entity and Authorized Licensing Capacity Certification Form below or alternate document with equivalent information, signed by the applicable SOA or by an SOAs distributor who has right to sublicense the distribution rights.

If authorization is from an SOAs distributor who has right to sublicense the distribution rights, a copy of a document demonstrating that authorization signed by the SOA is required.

AUTHORIZED LICENSING CAPACITY CERTIFICATION FORM

The Entity identified below certifies that:

- i) It is the Satellite Operator Agency which is the legal entity responsible for the operation of the Satellite-Sensor(s) or Constellation-Sensor(s) identified below **OR** it is the distributor of the SOA with rights to sublicense the distribution rights of imagery products or data from said Satellite-Sensor(s) or Constellation-Sensor(s);
- ii) It has the capacity to grant to Canada the license offered pursuant to the End User License Agreement (EULA) attached in Appendix B;
- iii) It has all the rights necessary to license to Canada, on a royalty-free basis, to use their satellite imagery products or data; and
- iv) It has authorized the Offeror identified below the capacity and rights as per ii and iii above for their satellite imagery products or data offered to Canada by the Offeror pursuant to this Standing Offer.

Name of Entity: _____

Name of Satellite-Sensor(s) or Constellation-Sensor(s):

Circle which applies to Entity: SOA or DISTRIBUTOR with rights to sublicense (Offeror must attach document demonstrating authorization signed by the SOA)

Name of Entity's Representative: _____

Signature: _____ **Date:** _____

Name of Offeror: _____

Name of Offeror's Representative: _____

Signature: _____ **Date:** _____