



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

Request for a Standing Offer

Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale
(OCPN)

Canada, as represented by the Minister of Public Works
and Government Services Canada, hereby requests a
Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux
Publics et Services Gouvernementaux Canada, autorise
par la présente, une offre à commandes au nom des
utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Science Procurement Directorate/
Direction de l'acquisition de travaux
scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

Title-Sujet Commercial Satellite Imagery Products or Data - REFRESH / Données ou produits d'imagerie satellitaire commerciale - MISE À JOUR	
Solicitation No. - N° de l'invitation E60SQ-120001/D	Date 2015-11-06
Client Reference No. - N° de référence du client E60SQ-120001	
GETS Reference No. - N° de référence de SEAG PW-15-00704506	
File No. - N° de dossier 003st.E60SQ-120001	CCC No./N° CC - FMS NO. / N° VME
Solicitation Closes - L'invitation prend fin at - à 2:00 PM on - le 2015-12-17	Time Zone Fuseau horaire Eastern Standard Time (EST) / Heure normale de l'est
Delivery Required - Livraison exigée See Herein - Voir ci-joint	
Address Enquiries to: - Adresser toutes questions à: Adriana Crncan	Buyer Id - Id de l'acheteur 003st
Telephone No. - N° de téléphone 819-956-1353	Email Address: Adriana.Crncan@tpsgc-pwgsc.gc.ca
Destination of Goods, Services and Construction: Destinations des biens, services et construction : Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions : See Herein

Instructions : voir aux présentes

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

Summary of revisions:

On page 5 the following text was added:

"If no Offer is received from an existing NMSO Holder by the closing date and time of this solicitation, the NMSO will be revised to incorporate the latest prices (up to March 31, 2015) for the following year. The Offerors are hereby advised that web based services will not be considered under this RFSO."

At PART 3 - OFFER PREPARATION INSTRUCTIONS, section 1. Offer Preparation Instructions on page 15, added text to clarify that the offers submitted as a soft copy should be in searchable Adobe PDF format.

At A. Scheme on page 17 the following sentence was added:

"All products offered by the Offerors must be deliverable to the NEODF/EODMS as per Appendix E to Annex A for the Product Delivery Package."

At 2. Products Offered on page 17 the following revisions were made:

- a) Item 2.1.2 Orthorectified Product was deleted from Mandatory Products and moved under Optional Products, section 2.2.7;
- b) Item 2.2.5 was revised to add "Collection Window Product" to the title;
- c) Item 2.2.6 Collection Window Product was deleted and moved under item 2.2.5
- d) Item 2.2.7 Orthorectified Product was added (see 2.1.2 above)

At 2. Products Offered on page 19, the text was revised to incorporate minor updates.

At 2.1 Mandatory Products and Descriptions on page 19, the text was revised to remove Orthorectified Product, and to clarify the requirement.

At 2.1.1 Basic Product on page 20, Template 2.1.1 Basic Products Offered was revised to change the following properties from "Required" to "Desirable"

- List of geometric corrections performed
- List of radiometric corrections performed
- Is strip product edge-matched, color-balanced?

At 2.1.2 on page 20, section Orthorectified Product deleted in its entirety and moved under section 2.2.7.

At 2.2.2 Other Image Bundles on page 21, table revised to change property "Processing level: Default and/or options" from "Required" to "Desirable"

At 2.2.5 Monitoring Products Offered on page 23, item revised to add "Collection Window" to the title. Template 2.2.5 revised to change property "Product processing level: Default and/or options" from "Required" to "Desirable"

At 2.2.6 on page 23, section Collection Window Product was deleted and included under 2.2.5

At 2.2.7 on page 24, section added to include Orthorectified products

At 3.1 Mandatory Metadata that will be shipped with a Product Delivery Package on page 25, Template 3.1 revised to change the following properties from "Required" to "Desirable":

- Additional data processing information including: processing date, processor name and version and other processing relevant information-
- Ordering information, including:

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- Supplier order number,
- Client order number,
- Product id.

Data processing level has been retained as a mandatory metadata attribute.

At 3.2 Metadata for Mosaic Products - Mandatory if Mosaic Product is offered on page 26, Template 3.2 revised to change the following properties from "Required" to "Desirable":

- Additional data processing information including: processing date, processor name and version and other processing relevant information
- Ordering information, including:
 - Supplier order number,
 - Client order number,
 - Product id.

Data processing level has been retained as a mandatory metadata attribute.

At 4.2 Non-time-sensitive Customer Support Services, Template 4.3, on page 30, RS13 was deleted.

At 4.2 Non-time-sensitive Customer Support Services, Template 4.4, on page 31, DS13 and DS14 added.

At 6. License Classes on page 32, text revised to clarify the requirement.

At ATTACHMENT 2 TO PART 3, FINANCIAL OFFER PREPARATION INSTRUCTIONS, on page 33, revised items a), d) and e)

At 1. Pricing files for Each Satellite-Sensor or Constellation-Sensor on page 33, deleted pricing for ORTHO (Scene) Pricing OR ORTHO (Area) Pricing, and updated text for pricing of Optional Products

At 2. Pricing for Required Products on page 34, updated text

At 3. Pricing for Optional Products on page 34, updated text

At 4.3 Time-based Acquisition Pricing, on page 35, revised text to remove reference to Collection Window Pricing

Added section 4.4 Collection Window Pricing on page 35

At 5.1 Surcharges on page 35, revised text for License Class Surcharges

At Attachment 1 to Part 4, MANDATORY AND POINT RATED TECHNICAL CRITERIA, on page 41, revised mandatory criteria M1, M3 and M4, and updated point rated technical criteria.

At Attachment 2 to Part 4, MANDATORY FINANCIAL CRITERIA, on page 53, revised section A. Mandatory Financial Criteria for Evaluation of a Satellite-Sensor or Constellation-Sensor to make changes to and clarify criterion 3.

At Attachment 2 to Part 4, MANDATORY FINANCIAL CRITERIA, on page 53, revised section B. Mandatory Financial Criteria for Evaluation of Additional Product to make changes to and clarify criteria 3 and 4.

At PART 7- STANDING OFFER AND RESULTING CONTRACT CLAUSES, A. STANDING OFFER, article 2.1 General Conditions, on page 66, revised to update version of General Conditions

At PART 7- STANDING OFFER AND RESULTING CONTRACT CLAUSES, B. RESULTING CONTRACT CLAUSES, article 2.1 General Conditions, on page 72, revised to update version of General Conditions

At ANNEX A, Requirement, section 3. Definitions, on page 76, updated the definition of Collection Window Product, item d)

At 4.2 Optional Product Categories, on page 79, revised text in Table 2 Optional Product Categories

At 5.1 Metadata Required with Product Delivery on page 80, revised the first sentence for clarification.

At 5.1 Metadata Required with Product Delivery on page 80, Table 3, changed the following properties from "Required" to "Desirable":

- Additional data processing information including: processing date, processor name and version, and other processing relevant information
- Ordering information, including:
 - Supplier order number,
 - Client order number,
 - Product id,

Data processing level has been retained as a mandatory metadata attribute.

At 5.2 Metadata Required for Mosaic Products on page 81, Table 3.1, changed the following properties from "Required" to "Desirable":

- Additional data processing information, including: processing date, processor name and version, and other processing relevant information
- Ordering information, including:
 - Supplier order number,
 - Client order number,
 - Product id,

Data processing level has been retained as a mandatory metadata attribute.

At 7.1 Time-sensitive Services, Priority Categories and Timelines on page 84, deleted RS3 and moved it under DS13.

At 7.2 Non-time-sensitive Customer Support Services, on page 86, deleted RS13 and moved it under DS14. Also added DS13.

At 11. Licenses on page 91, revised text for clarification

At ANNEX C, UTILIZATION REPORT TEMPLATE, on page 108, added two new columns for "Satellite Name" and "Number of Image Products".

THIS IS A REFRESH OF STANDING OFFERS E60SQ-120001/XXX/XX

This refresh permits new suppliers to submit offers and potentially become Standing Offer Holders for Commercial Satellite Imagery Products or Data.

New fully compliant Offerors will be issued Standing Offers on the condition that they meet all of the requirements of the Request for Standing Offer.

This document also allows Existing NMSO Holders to submit Offers to update pricing and products of existing NMSOs, and/or add new Satellite-Sensors or Constellation-Sensors and associated imagery products, either for inclusion in an existing NMSO or for issuance of an additional NMSO. All new Satellite-Sensors or Constellation-Sensors and all new products must comply with the requirements of this RFSO.

Existing NMSO Holders are not required to re-qualify or re-submit for Satellite-Sensors and Constellation-Sensors and their corresponding imagery products or data for which they already have a NMSO and are not providing updates. If no Offer is received from an existing NMSO Holder by the closing date and time of this solicitation, the NMSO will be revised to incorporate the latest prices (up to March 31, 2015) for the following year.

The Offerors are hereby advised that web-based services will not be considered under this RFSO.

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer and 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Information Required Precedent to Issuance of a Standing Offer; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a Call-up made pursuant to the Standing Offer.

The Attachments include:

- Attachment 1 to Part 3 - Technical Offer Preparation Guide
- Attachment 2 to Part 3 - Financial Offer Preparation Instructions
- Attachment 3 to Part 3 – Financial Offer Pricing File
- Attachment 1 to Part 4 - Mandatory and Point Rated Technical Criteria
- Attachment 2 to Part 4 – Mandatory Financial Criteria
- Attachment 1 to Part 5 – SOA Legal Entity and Licensing Capacity Certification Form
- Attachment 2 to Part 5 – Authorized Licensing Capacity Certification Form

The Annexes and Appendices include:

- Annex A – Requirement
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2. Summary**Multiple National Master Standing Offers (NMSOs) for Commercial Satellite Imagery (CSI) Products or Data for Delivery to the Government of Canada (GC).**

(a) Canada requires on an “as and when requested” basis, commercial satellite imagery products or data from Satellite-Sensors or Constellation-Sensors that provide the imagery products or data needed by the Government of Canada as defined in Annex A, Requirement.

(b) This RFSO allows an Offeror to be:

(i) a Satellite Operator Agency (SOA): An SOA may name one or more Canadian Distributors in its offer. The SOA may also name the Distributor's Canadian Reseller(s). Canada will only consider a Foreign Distributor or Foreign Reseller if an authorized Canadian Distributor or Canadian Reseller does not offer the satellite imagery products or data. See Article 1.3 A) Offers from Satellite Operator Agencies under Part 5, Certifications.

Or

(ii) a Distributor authorized by an SOA(s) with rights to license the distribution rights of the satellite imagery products or data: A Distributor may submit an offer for one or more Satellite-Sensors or Constellation-Sensors from one or more SOAs. See Article 1.3 B) Offers from non Satellite Operator Agencies under Part 5, Certifications.

Or

(iii) a Reseller authorized by the Distributor who has the rights to sublicense the distribution rights of the imagery products or data: A reseller may submit an offer for one or more Satellite-Sensors or Constellation-Sensors from one or more SOAs. See Article 1.3 B) Offers from non Satellite Operator Agencies under Part 5, Certifications.

(c) Canada intends to issue one (1) NMSO to each responsive Satellite Operator Agency (SOA) or Distributor(s) authorized by an SOA(s) or Reseller(s) authorized by the Distributor, that provide imagery products or data from Satellites-Sensors or Constellation-Sensors that meet the requirement.

Any resulting Standing Offer will include all Satellite-Sensors and Constellation-Sensors and their corresponding imagery products or data submitted by an Offeror that were found to be compliant with the applicable requirements of the RFSO.

(d) Any resulting Standing Offer will be for an initial period of up to one (1) year from date of issue, with up to four (4) possible extension periods of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer.

(e) On an annual basis, offers will be accepted for updates to pricing and products of existing NMSOs, and for new Satellite-Sensors or Constellation-Sensors, either for inclusion in an existing NMSO or for issuance of an additional NMSO.

(f) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). This procurement consists of Satellite Data Processing and Related Services which are

excluded from the application of NAFTA as per Annex 1001.1B-2, Class T, Communications, Photographic, Mapping, Printing and Publication Services, subclass T013, General Photographic Services – Still. This procurement is not covered under the World Trade Organization – Agreement on Government Procurement (WTO-AGP), in accordance with Appendix 1, Annex 4. All Comprehensive Land Claims Agreements (CLCAs) are applicable to this requirement as delivery may be to anywhere in Canada, including locations subject to a CLCA. The Procurement Strategy for Aboriginal business is not applicable, as the services will not be delivered to or for an Aboriginal population.

3. Debriefings

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

4. Key Terms

- (a) Key technical terms relating to the requirement of this Request for Standing Offers can be found in the Requirement at Annex A.
- (b) Definitions for the purposes of this Request for Standing Offers are provided below:
 - (i) **Satellite Operating Agency:** is the legal entity responsible for the operation of the Satellite-Sensors or Constellation-Sensors.
 - (ii) **Distributor:** is a supplier who obtains satellite imagery products or data from an SOA.
 - (iii) **Reseller:** is a supplier who obtains satellite imagery products or data from a Distributor of an SOA.
 - (iv) **Existing National Master Standing Offer (NMSO) Holders** refers to an Offeror that was issued an NMSO under Requests for Standing Offer Number E60SQ-120001/B and E60SQ-120001/C.

5. Estimated Utilization

The estimated total business volume for foreign commercial satellite imagery products or data by the GC is 3000 images in the first full year and increasing by approximately 10-20% per year thereafter. All quantities specified herein are only estimates of requirements given in good faith, based on the existing NMSOs.

- 5.1 The volumes for New Acquisitions (Table 1) and Catalogue Orders (Table 2), distributed over a number of delivery priorities and product categories, are as follows:

Table 1
Estimated Distribution of New Acquisition Products
by Delivery Priority and Product Category

	<i>New Acquisitions</i>				
	Delivery Priority				
Product Category	Background	Standard	Operational	Rush	Total
Basic (no additional Products)	100	200	300	150	750
Other Products from Offeror's Commercial Price List	150	200	50	100	500
Ortho-rectified	150	550	300	150	1150
Total	400	950	650	400	2400

Table 2
Estimated Distribution of Catalogue Order Products
by Delivery Priority and Product Category

	<i>Catalogue Orders</i>				
	Delivery Priority				
Product Category	Background	Standard	Operational	Rush	Total
Basic (no additional Products)	30	50	50	40	170
Other Products from Offeror's Commercial Price List.	50	60	10	20	140
Ortho-rectified	50	150	50	40	290
Total	130	260	110	100	600

Definitions for the specified product categories and ordering and delivery priorities are provided in the Requirement at Annex A, Article 4, Product Categories and Article 7.1, Time-sensitive Services, Priority Categories and Timelines of this RFSO, respectively.

- 5.2 Table 3 below gives the estimated percentage of business volume for four (4) broad Satellite-Sensor resolution classes.

Table 3
Estimated Distribution of Orders by Resolution Class

Resolution Class	Best Resolution	Expected Distribution
	(m)	(%)
Very High	≤ 1	35
High	≤ 10	45
Medium	≤ 50	15
Moderate or coarse	> 50	5

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 following Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the RFSO:

(a) For new Offerors:

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements.

(b) For existing NMSO Holders: The Offerors are requested to identify the applicable Standard Instructions in their Offer:

(i) The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements

or

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

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred fifty (150) days

1.1 Subcontractors

(a) If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

(b) Any Distributor or Reseller named and authorized by the Offeror in their offer will be considered a subcontractor in a resulting Contract.

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.1 Offer Submission Periods

There will be a refresh period on an annual basis during the four (4) option years (if exercised). The timeframe is estimated to be October to November of each year with the Standing Offer update effective February of the following calendar year. Offers will be accepted for updates to pricing and products of existing NMSOs and for new satellite-sensors or constellation-sensors, either for inclusion in an existing NMSO or for issuance of an additional NMSO. A Tender Notice will be posted using Canada's Government Electronic Tendering Service (Buy and Sell website) for each annual refresh along with the RFSO, which will contain the same terms and conditions as the original RFSO, but will be numbered E60SQ-120001/E, E60SQ-120001/F, etc.

3. Joint Venture

If the Offeror is a joint venture, the Offeror must provide the required information in its offer as detailed under Part 6.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the 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. Standing Offer Authority

Enquiries must be made to:

Adriana Crncan
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
Place du Portage, Phase III, 11C1
11 Laurier Street
Gatineau, Quebec

K1A 0S5

Telephone: 819-956-1353

E-mail address: adriana.crncan@tpsgc-pwgsc.gc.ca

6. 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 the Province of Ontario.

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 or separate CDs or DVDs as follows:

- Section I: Technical Offer: 5 hard copies OR 1 hard copy and 4 searchable Adobe PDF soft copies on separate CDs or DVDs.
- Section II: Financial Offer: 2 hard copies OR 1 hard copy and 1 searchable Adobe PDF soft copy on CD or DVD.
- Section III: Certifications: 1 hard copy and 1 Adobe PDF soft copy on CD or DVD.
- Section IV: Additional Information: 1 hard copy and 1 searchable Adobe PDF soft copy on CD or DVD.

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.

If the offer is found responsive following evaluation, Canada may request the Offeror provide one soft copy on CD or DVD in MS Word or Adobe PDF (no encryption, no password) as long as the copy/paste or printing of text functions are not restricted in any way.

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

An Offeror may prepare one offer to include all Satellite-Sensors and Constellation-Sensors and their corresponding imagery products or data or provide a separate offer for each.

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 should:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and 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

Canada requests that offerors submit their offer in accordance with the Technical Offer Preparation Guide provided in Attachment 1 to Part 3.

Section II: Financial Offer

Offers must submit their financial offer in accordance with the Financial Offer Preparation Instructions at Attachment 2 to Part 3.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

Offerors must submit the information precedent to issuance of a standing offer required under Part 6.

ATTACHMENT 1 TO PART 3**TECHNICAL OFFER PREPARATION GUIDE**

The Technical Offer should address all the Requirements as stated in Annex A, Requirement, using the Scheme presented below for each Satellite-Sensor and Constellation-Sensor offered. To avoid duplication of Sections where the information presented in the offer pertains to multiple Satellite-Sensors or Constellation-Sensors, offerors should clearly identify all the Satellite-Sensors and Constellation-Sensors to which the information applies.

The information should be submitted with the Technical Offer by solicitation closure to be considered for evaluation purposes as this information would support the items that are subject to the evaluation criteria against which the offer will be evaluated.

To ensure the clarity of the information, the Offeror is asked to present the information using a template where indicated.

For each section, additional descriptions supplementary to the templates are encouraged for enhanced clarity. The sections are identified in A. Scheme below.

The templates were developed mainly according to electro-optical sensors. For radar satellites/sensors, the Offeror may add, or substitute the electro-optical parameters for the appropriate radar sensor parameters as appropriate.

R, D in the Templates means:

- R – Required, this information must be provided in the final NMSO if not in the offer now;
- D – Desirable, this information is encouraged but not mandatory;

DS – means Desired Service

RS – means Required Service

Option(al) means that the Offeror may choose to do so or not.

In the case of new commercial satellites that are not yet selling imagery on the international market prior to the closing date of the RFSO, but will be available within six months of the closing date, offerors may submit an offer prior to entering the market or alternatively at the first refresh closing date. Offers must include pricing, product definitions and meet the conditions of the RFSO. A standing offer may only be issued if the evaluated offer is responsive and the satellite operator has provided a written notice stating that the satellite is operational.

A. Scheme:

The Scheme below identifies the six (6) sections that structure the information required for an offer. All products offered by the Offerors must be deliverable to the NEODF/EODMS as per Appendix E to Annex A for the Product Delivery Package.

1. Information on Satellite(s), Satellite Constellation(s), and Sensor(s) Offered

All the satellite-sensors from which the products are obtained must be presented in the offer.

2. Products Offered

All the products offered must be presented in the offer.

2.1 Mandatory Product and Description

2.1.1 Basic Product

2.1.2 Deleted

- 2.2 Optional Products and Descriptions
 - 2.2.1 Stereo Pairs Product
 - 2.2.2 Other Image Bundle Product
 - 2.2.3 Digital Elevation Product
 - 2.2.4 Mosaics Product
 - 2.2.5 Monitoring/ Collection Window Product
 - 2.2.6 Deleted
 - 2.2.7 Orthorectified Product
 - 2.2.8 Other Value-added Products

3. Metadata

- 3.1 Mandatory Metadata Information for a Product Delivery Package
- 3.2 Mandatory Metadata for Mosaic Products - Mandatory if Mosaic Product is offered
- 3.3 Metadata Desirable

4. Customer Support Services

- 4.1 Time-sensitive Services, Priorities and Timelines
- 4.2 Non-time-sensitive Services
- 4.3 Delivery Timelines and Priority Categories for Optional Products and Additional Basic Products

5. Product Delivery

- 5.1 Product Delivery Package
- 5.2 Delivery Methods and File Format
- 5.3 Product Naming Conventions

6. License Classes

B. Details for the six sections in the Scheme are provided as follows:

1. Information on Satellite(s), Satellite Constellation(s), and Sensor(s) Offered

Use Template 1 below to present the requested information for the satellite(s), satellite constellations, and the associated sensor(s) from which the Products offered are obtained. The number of templates to be used is to the Offeror’s discretion. If appropriate, the Offeror may choose to use one Template to present multiple satellites. For multiple templates, number them as Template 1.1, 1.2, etc.

Template 1: Name of the (Constellation) Satellite

Property	Required (R) or Desirable (D)	(Constellation) Satellite S1	(Constellation) Satellite S1	...
Satellite Name /Satellite Constellation Name	R			
Ownership	R			
Date of launch (YYYY-MM-DD)	R			
Expected life time (Number of years) after launch	R			
Orbital-altitude above Earth surface (km)	R			
Rate of revisit (days the same image taken)	R			

Property	Required (R) or Desirable (D)	(Constellation) Satellite S1	(Constellation) Satellite S1	...
Mission continuity (Any forthcoming Satellite for continuation of the current mission? If so what is it?)	D			
Sensor 1				
Name	R			
Type (optical or radar, etc.)	R			
Bands and spectral ranges Or Beam modes and polarization	R			
Spatial resolution	R			
Swath width	R			
Depth of imaging (bit)	R			
Along-track imaging capacity	D			
Sensor configurability (viewing / incidence angles)	R			
Geometric accuracies	R			
Sensor continuity if any	D			
Precedent sensor if any	D			
Other parameter(s) as appropriate	D			
Sensor 2				
.....				
Sensor m				
.....				

2. Products Offered

Use a sub-section to present all the Products under a Product Category; for example, all Orthorectified Products are presented in Section 2.2.7. The number of Templates used for each Product Category is at the Offeror’s discretion. However, a minimum of one product template must be offered for each proposed Satellite-Sensor or Constellation-Sensor. For additional Templates, the Templates should be numbered Template 2.2.7.1, 2.2.7.2 etc., and the Template should be named according to the Satellite-Sensor’s or Constellation-Sensor’s name.

Under each Product Category, the Offeror should also provide brief but clear specifications about the quality of the Products offered in accordance with Article 6 of Annex A Requirement.

2.1 Mandatory Products and Descriptions

The Offeror must provide a minimum of one Basic Product for every Satellite-Sensor or Constellation-Sensor offered in accordance with Article 4, Product Categories, of Annex A Requirement. If the Offeror has a constellation of different operational satellites, then a minimum of one Basic Product must be provided for each satellite and associated sensor(s). Similarly, if the Offeror has a constellation of identical satellites, then a minimum of one Basic Product is required for the constellation. The Offeror may provide additional Basic Products and Optional Products in their offer.

2.1.1 Basic Product

Template 2.1.1: Basic Product(s) Offered

Property	Required (R) or Desirable (D)	Product 1	Product 2	Product 3	...
Product Name	R	(insert product name)	(insert product name)	(insert product name)	(insert product name)
Satellite or Constellation name	R				
Sensor name	R				
Band(s) / Beam mode(s) and polarization	R				
Spatial resolution(s)	R				
List of geometric corrections performed	D				
List of radiometric corrections performed	D				
Is strip product edge-matched, color-balanced?	D				
Data format(s): Default and/or Options	R				
Time period covered by the catalogue data	R				
Data continuity plan	D				
Other parameters as appropriate	D				

2.1.2 Deleted.

2.2 Optional Products and Descriptions

The Offeror may also provide Optional Products for every sensor offered in accordance with Article 4, Product Categories of Annex A, Requirement. Optional Product Categories are provided below but do not restrict the Offeror to what products they can propose provided these products are available in their commercial product list.

2.2.1 Stereo Pair Product

Template 2.2.1: Stereo Pair Product(s) Offered

Property	Required (R) or Desirable (D)	Product 1	Product 2	...
Product Name	R	(insert product name)	(insert product name)	(insert product name)
Satellite (constellation) name	R			
Sensor name	R			
Spatial resolution	R			

Property	Required (R) or Desirable (D)	Product 1	Product 2	...
Image overlap %	R			
Geometric corrections performed	R			
Radiometric corrections performed	R			
NMAS (National Map Accuracy Standard)	D			
Data format(s): Default and/or Options	R			
Product continuity (year starting; current and future continuity)	D			
Others as appropriate	D			

2.2.2 Other Image Bundles

Template 2.2.2: Image Bundles Offered

Property	Required (R) or Desirable (D)	Bundle 1	Bundle 2	...
Product name	R	(insert product name)	(insert product name)	(insert product name)
Satellite (constellation) name(s)	R			
Sensor name(s)	R			
Band(s) / Mode(s) and polarization	R			
Spatial resolution(s)	R			
Processing level: Default and/or options	D			
Data format(s): Default and/or Options	R			
Others as appropriate	D			

2.2.3 Digital Elevation Product

Template 2.2.3: Digital Elevation Product(s) Offered

Property	Required (R) or Desirable (D)	Product 1	Product 2	Product 3	...
Product Name	R	(insert product name)	(insert product name)	(insert product name)	(insert product name)
Satellite (constellation) name	R				
Sensor name	R				

Property	Required (R) or Desirable (D)	Product 1	Product 2	Product 3	...
Spatial resolution	R				
Horizontal accuracy (CE90 preferred)	R				
Vertical accuracy (LE90 preferred)	R				
NMAS (National Map Accuracy Standard)	D				
Geometric corrections performed	D				
Radiometric corrections performed	D				
Data format(s): Default and/or Options	R				
Others as appropriate	D				

2.2.4 Mosaic Product

Template 2.2.4: Mosaic Product(s) Offered

Property	Required (R) or Desirable (D)	Product 1	Product 2	Product 3	...
Product Name	R	(insert product name)	(insert product name)	(insert product name)	(insert product name)
Satellite (constellation) name(s)	R				
Sensor name (s)	R				
Spatial resolution of the Mosaic	R				
Time period during which the source images are normally acquired	R				
Projection: default and/or options	R				
Datum: Default and/or options	R				
Resampling kernel: Default and/or options	R				
Geometric accuracy (preferably in form of CE90 and/or RMS)	D				
NMAS (National Map Accuracy Standard)	D				
Are all the basic, mandatory metadata provided with product delivery? Particularly: <ul style="list-style-type: none"> A cutlines (boundary of each image) file provided? 	R				

Property	Required (R) or Desirable (D)	Product 1	Product 2	Product 3	...
<ul style="list-style-type: none"> How can source images be identified through the cutline file? What metadata provided for each of the source images? 					
For Optical Mosaic Product: Percentage of residual cloud cover	R				
Data format(s): Default and/or Options	R				
Other parameters as appropriate	D				

2.2.5 Monitoring/Collection Window Product

Template 2.2.5: Monitoring/Collection Window Product(s) Offered

Property	Required (R) or Desirable (D)	Product 1	...
Product Name	R	(insert product name)	(insert product name)
Satellite (constellation) name(s)	R		
Sensor name(s)	R		
Spatial resolution	R		
Sensor viewing / Incidence angles	R		
Band(s) / Beam mode(s) and polarization	R		
Frequency of repeat visit	R		
Maximum number of acquisitions: per week, month, and/or season	D		
Minimum number of acquisitions: per week, month, and/or season	D		
Business model and options, e.g. <ul style="list-style-type: none"> Any discount for repeated coverage? Options to charging acquisitions with excessive cloud coverage? (Note: pricing options should be incorporated in the pricing file of the Financial Offer)	R		
Product processing level: Default and/or options	D		
Data format(s): Default and/or options	R		
Others as appropriate	D		

2.2.6 Deleted.

2.2.7 Orthorectified Product

Template 2.2.7: Orthorectified Product(s) Offered

Property	Required (R) or Desirable (D)	Product 1	Product 2	Product 3	...
Product Name	R	(insert product name)	(insert product name)	(insert product name)	(insert product name)
Satellite (constellation) name	R				
Sensor name	R				
Band(s) / Mode(s) and polarization	R				
Spatial resolution(s)	R				
DEM used for terrain correction: Default and options	R				
Ground Control Points used? If so, are they generated by existing stereo imagery products or data or are they provided by the client: Default and options	R				
Projection: default and/or options	R				
Datum: Default and/or options	R				
Resampling kernel: Default and/or options	R				
Geometric accuracy (preferably in form of CE90 and/or RMS)	R				
NMAS (National Map Accuracy Standard)	D				
Strips edge-matched, color-balanced?	D				
Data format(s): Default and/or Options	R				
Time period covered by catalogue data	R				
Data continuity plan	D				
Others as appropriate	D				

2.2.8 Additional Value-added Product(s)

Offerors are encouraged to present additional value-added products. It is encouraged that the presentations use similar templates as for the above Products offered but it is to the Offeror's discretion. Use Template 2.2.8 to present this product category. If multiple templates are needed, number them Template 2.2.8.1, 2.2.8.2, etc

Template 2.2.8 shows an example of description for such a product.

Template 2.2.8: Value-added Products Offered

Property	Required (R) or Desirable (D)	Product 1	...
Product Name	R	(insert product name)	e.g. city flood map
Satellite (constellation) name(s)	R		
Sensor name(s)	R		
Spatial resolution	R		
Product Description	R		
Projection information if applicable	D		
Data format(s): Default and Options	R		
Others as appropriate	D		

3. Metadata

As per Article 5, Metadata Requirements, of Annex A, Requirement, the Offeror must address the requirement for metadata and other support data.

If the Offeror has a uniform set of metadata and support files across all the Products offered, only one set of the information is required; otherwise, the Offeror must present sufficient information to demonstrate that the Products offered meet the mandatory requirement for metadata.

3.1 *Mandatory Metadata that will be shipped with a Product Delivery Package*

For all the Products offered except for the optional product of Mosaic, the Offeror must indicate, using Template 3.1, if the information for each metadata property will be delivered within each Product Delivery Package. The metadata properties listed in this Template are designated as either required or desirable. As per Technical Evaluation Criteria in Part 4 of the RFSO, provision of all required metadata within a Product Delivery Package is Mandatory for any offer.

It is at the Offeror’s discretion that the metadata information be packaged in a single file, or in separate files. For example, the license information, ordering information and the browse image may be shipped in separate files but all along with the Product Delivery Package.

In case of multiple metadata formats being used for different sensors or different Products, Offeror may use multiple columns to present the different formats within a single Template, or use multiple templates if needed. If multiple templates are used, number the templates as Template 3.1.1, Template 3.1.2, etc.

Template 3.1: Metadata Required with Product Delivery

Properties	Required (R) or Desirable (D)	Metadata Format 1	Metadata Format 2
Satellite or constellation and Sensor name(s)	R			
Acquisition Time (UTC) (Start/Stop)	R			
Image Corner Coordinates including upper left, lower left, upper right, lower right.	R			
Spatial resolution / Pixel spacing	R			
Spectral band(s) / Beam mode(s) and	R			

Properties	Required (R) or Desirable (D)	Metadata Format 1	Metadata Format 2
polarization ordered				
Sensor viewing / incidence angle	R			
Number of pixels/samples and number of lines	R			
Data processing level	R			
Additional data processing information, including: processing date, processor name and version, and other processing relevant information	D			
Projection information, including: Map projection, zone/meridians/latitudes, ellipsoid, datum and resampling kernel used, and other relevant parameters	R			
Data Format provided	R			
Browse Image (Thumbnail): A reduced resolution Product normally associated with catalogue browse functions and supplied with the Product Delivery Package.	R			
Text of the License in its entirety	R			
License Class	R			
Ordering information, including: <ul style="list-style-type: none"> • Supplier order number, • Client order number, • Product id. 	D			
For any Product involving orthorectification: specify the DEM used for terrain correction (As some Offerors do not have this attribute programmed in their ORTHO-product processing systems, this property is made "Desirable" to encourage its provision in the Delivery Package.	D			

3.2 Metadata for Mosaic Products - Mandatory if Mosaic Product is offered

For any Mosaic Product(s), the Offeror must demonstrate, using Template 3.2, that the Delivery Package of the Mosaic Product will contain all the required metadata information.

Template 3.2: Metadata for Mosaic Products – Required if Mosaic Offered

Properties	Required (R) or Desirable (D)	Metadata Format	
Satellite or Constellation and Sensor name(s)	R		
Time period for which the source images for the Mosaic are acquired	R		
Image Corner Coordinates including upper left, lower left, upper right, lower right.	R		
Spatial resolution / Pixel spacing	R		
Sensor channel / spectral bands ordered	R		

Properties	Required (R) or Desirable (D)	Metadata Format	
Number of pixels/samples and number of lines	R		
A document providing the cutlines (boundary of each image). A Shapefile is the preferred format	R		
Number of images used to create the mosaic. For each image list: 1) image acquisition date/time; 2) Satellite ID; and 3) sensor ID.	D		
An attribute table associated with the cutlines document that must contain the following properties for each source image used in the Mosaic: <ul style="list-style-type: none"> • The date of imagery products or data; • The sensor name; • The id # of the source image. <p>It is desirable that the attribute table also contain the following property:</p> <p>Sensor viewing / incidence angles</p>	R		
A set of metadata files, each containing the metadata properties as listed in Table 3.1 above, for a source image used in the Mosaic Product.	D		
Data processing level	R		
Additional data processing information, including: processing date, processor name and version, and other processing relevant information	D		
Projection information, including: Map projection, zone/meridians/latitudes, ellipsoid, datum and resampling kernel used, and other relevant parameters	R		
Data format provided	R		
Browse Image (Thumbnail): A reduced resolution Product normally associated with catalogue browse functions and supplied with the Product Delivery Package.	R		
Text of the License in its entirety	R		
License Class.	R		
Ordering information, including: <ul style="list-style-type: none"> • Supplier order number, • Client order number, • Product id, 	D		
For any Product involving orthorectification: indicate the name of the DEM used for terrain correction	R		

3.3 Desirable Metadata

It is desirable the Offeror provide the additional metadata, as specified in Template 3.3. This information should be included with the Product Delivery Package if possible. Alternatively, the Offeror may use Template 3.3 to direct Identified Users to the referenced documentations that are accessible over the Internet. Multiple Templates may be used if needed, and number them as Template 3.3.1, Template 3.3.2, etc.

Template 3.3: Additional Metadata Information for Products Offered - Desirable

Metadata Property (Dynamic and Static) Desirable	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
Additional information about processing history	<i>Example: Product Specification of Bugspace</i>	<i>Example: Page 14, §4.3, line 10</i>
Information about image radiometric accuracies		
Information about image geometric accuracies		
For any Product involving orthorectification: specify the DEM used for terrain correction (specify the reference if not shipped with Product)		
For optical data: Sun azimuth and elevation angles for image centre		
For SAR data: Maximum and minimum of Incidence angle		

4. Customer Support Services

As per Article 7, Customer Support Services, of Annex A, Requirement, the Offeror must address the Identified Users’ requirements for both time-sensitive services and non-time-sensitive services. In either case, the Offeror must provide the Required Services. The Desirable Services are not mandatory but encouraged.

4.1 Time-sensitive Services, Priorities and Timelines for Orders

Use Templates 4.1 and 4.2 to present this information for new acquisition orders and catalogue orders, respectively.

Refer to Required Services (RS 1~8) and Desirable Services (DS 1~7) in Article 7.1 of Annex A Requirement, when filling these Templates. The Templates completed should reflect whether the Offeror will provide RS 1~8 (which are mandatory) and DS 1~7 (which are desirable). Additional descriptions should be provided to explain how these services will be provided, and whether it may incur additional costs.

Refer to Tables 5 and 6 in Article 7 of Annex A Requirement, for service priority categorization and for the estimates of the expected timelines for each priority category by Identified Users.

Template 4.1: Services, Priority Categories and Timelines for New Acquisition Orders

Service and Timelines	Tasking (T) or Delivery (D)	Required (R) or Desirable (D)	Tasking Priority 1	Tasking Priority 2
Offeror Order Desk Accessibility (hours per day /days of week)	T + D	R			
Lead time to plan After Receipt of Order (ARO) (consider satellite programming and uplink time)	T	R			
Time to respond to the Identified Users with confirmation of pricing upon Identified User's request	T + D	R			
Time to respond to the Identified Users with confirmation of the feasibility of acquisition and time of acquisition upon the Identified User's request	T	R			
Time to acknowledge to the Identified Users the receipt of a Call-up after it is issued	T + D	R			
Mean time to resolve (MTTR) a scheduling conflict	T	R			
Advance notice to the Identified Users before imaging window	T	D			
Time to notify the Identified Users after a successful acquisition	T	D			
Time to reschedule an acquisition after a failed acquisition	T	R			
Lead time for the Identified Users to change a new acquisition (e.g. priority categories, technical specifications), after an order is issued	T	R			
Lead time for the Identified Users to cancel a tasking request, after an order is issued	T	R			
Time required to process and deliver a new acquisition order after downlink – for Required Basic Product	D	R			
Overall time to deliver a new acquisition order – for Required Basic Product	T + D	D			

Template 4.2: Services, Priority Categories and Timelines for Catalogue Orders

Service and Timelines	Required (R) or Desirable (D)	Delivery Priority 1	Delivery Priority 2
Offeror Order Desk Accessibility (hours per day /days of week)	R			
Time to respond with confirmation for pricing upon the Identified User’s request	R			
Time to respond with confirmation of data availability upon the Identified User’s request	R			
Time to acknowledge the receipt of a Call-up to the Identified User after it is issued	R			
Lead time to for the Identified Users to change an order, after the order is issued.	R			
Lead time for the Identified Users to cancel an order, after the order is issued.	R			
Time required to deliver an archived data order – for Required Basic Product	R			

4.2 Non-time-sensitive Customer Support Services

Use Template 4.3 to provide a description of the non-time-sensitive services offered. Provision of RS 9~14 is mandatory.

Template 4.3: Required Non-time-sensitive Customer Support Services Offered

Non-time-sensitive service	How will the service be provided?
RS9. To facilitate ordering, the Offeror must provide Web-based services or tools for Identified Users to search its data catalogue;	
RS10. The Offeror must inform the Identified User before placing an order if the Product requested is a duplicate of an order already placed but not yet delivered to the Designated Government Archive Centre;	
RS11. The Offeror must deliver the ordered Product as specified in Article 9, Product Delivery	
RS12. In the event that there are conflicting scheduling requirements for new acquisitions submitted to an Offeror the normal resolution practices must apply, namely by priority, and if the same priority, by time of ordering.	

RS13.Deleted.	
RS14. The Offeror must provide customer support services in English.	

Template 4.4: Desirable Non-time-sensitive Services Offered

Non-time-sensitive service	Offered? (Y/N)	How will the service be provided?
DS8. It is desirable that the Offeror make data from the Satellite-Sensors or Constellation-Sensors no longer operational available for Identified Users to search and order;		
DS9. It is desirable that the Offeror provide interactive Web-based services for Identified Users to search and view the availability of catalogued images over a map;		
DS10.It is desirable that the Offeror provide Web-based services to allow Identified Users to identify new acquisitions that are in the process of tasking or processing.		
DS11.It is desirable that the Offeror conduct background collections for areas of interest to Identified Users on a voluntary basis, in response to the request(s) for background data collection as communicated in the annual Notice of Refresh.		
DS12.It is desirable that the Offeror provide the service option of withholding information about new acquisitions of imagery or data outside Canada from the Offeror's public catalogue.		
DS13. It is desirable that the Offeror allow Identified Users to separate their choice for Tasking Priority Category versus their choice for Delivery Priority Category for New Acquisition orders;		
DS14. It is desirable that the Offeror advise the Standing Offer Authority and the Designated Government Archive Centre of any major changes to the operational status of the Satellite-Sensor(s) or Constellation-Sensor(s), or the processing procedures of the Products, that may have significant impacts on the availability or quality of the Products and/or services offered, within one week (7 days) of its occurrence.		

4.3 Delivery Priority Categories and Delivery Times for Optional Products and Additional Basic Products

If Optional Products are provided, it is desirable that the Offeror present the lead times to deliver the products under different priority categories, using Template 4.5. If multiple Basic Products are offered but with different delivery times, include these Products in Template 4.5 as well. Only account for time required for processing and delivery.

Template 4.5: Delivery Priorities and Delivery Times for Optional Products and Additional Basic Products

(Excluding time for tasking and downlink)

Optional Product	Delivery Priority 1 (x days or hours)	Delivery Priority 2 (x days or hours)
Product name 1				
Product name 2				
...				

5. Delivery Information

The Offeror is required to provide details about their product delivery package, methods, data formats, naming and numbering conventions, as per Annex A, Requirement, Article 8.

5.1 A Product Delivery Package

List the files to be included in the Package.

5.2 Delivery Methods and File Formats

Specify the methods to be used for product delivery, as well as the file format to be used in delivery.

5.3 Product Naming Conventions:

Refer to Annex A, Requirement, Article 8.2, and Appendix C of the Requirement.

6. License Classes

As per Annex A, Requirement, Article 11, the Offeror must identify the license classes and license scope level (A or B) offered in their Technical and Financial Offers. As detailed in Appendix B to Annex A – End User License Agreement (EULA) Section B7.0, the License Classes 5 to 9 are cumulative.

ATTACHMENT 2 TO PART 3**FINANCIAL OFFER PREPARATION INSTRUCTIONS**

The Offerors must submit their financial offer in accordance with the instructions in this attachment and the Financial Offer Pricing File at Attachment 3 to Part 3.

- a) The Offerors must submit firm all-inclusive prices in the applicable Pricing Basis for each Product, Surcharge, and Discount offered for a one (1) year period ending March 31, 2017. The price will be adjusted in accordance with the Annual Refresh (refer to Part 7, Section A, Article 3.2, Annual Refresh).
- b) For Canadian-based offerors, prices must be in Canadian currency, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

For foreign-based offerors, prices must be in Canadian currency, Canadian customs duties, excise taxes and Applicable Taxes excluded.

For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors and offerors with an address outside of Canada are considered foreign-based offerors.

- c) The Offerors have the option of applying several different elements, including discounts, and surcharges. It is understood not all pricing elements may be applicable to a specific Satellite-Sensor. The offerors must blend into their pricing all other costs not submitted in their Financial Offer as pre-defined in the instructions.
- d) For operational satellites or satellite constellations included in the technical offer, prices must be provided for imagery products or data from both new collect scenes and catalogue orders. For non-operational satellites or satellite constellations included in the technical offer, prices must be provided for imagery products or data from catalogue orders. The Offeror may provide separate pricing for catalogue orders of different ages.
- e) All specified modes for the Sensors offered in the technical offer must be priced. Pricing for different combinations of bands is encouraged.
- f) It must be made clear what are included for a price; for example, if the price covers all the bands of Panchromatic (Pan) and Multispectral (MS), the Mode should be specified as "Pan + All MS"; otherwise, "Pan or 1 MS" or "Pan or All MS".

It is recommended that the Offeror read the Instructions 1 to 5 below in its entirety to understand the various pricing structures and options before completing the pricing sheets.

1. Pricing files for Each Satellite-Sensor or Constellation-Sensor

Each Satellite-Sensor or Constellation-Sensor must have a pricing file which includes pricing for at least the following:

- Basic (Scene) Pricing OR Basic (Area) Pricing
- Surcharges and Discounts

If Optional Products are provided for a Sensor, the following pricing must be provided in additional schedules as applicable.

- Optional Product (Scene) Pricing
- Optional Product (Area) Pricing
- Time-based Acquisition Pricing for direct downlink tasking; or
- Collection Window Pricing for Collection Window or Monitoring Products

Explanations of each pricing basis are provided under items 4, 4.1, 4.2, 4.3 and 4.4 below. A separate schedule for discounts and surcharges is also included and explained in items 5.1 and 5.2 below.

2. Pricing for Required Products

The Offeror must complete a pricing file with preferably separate schedules for a Basic Product.

Offerors are encouraged to provide as many options of modes as possible for users' choice; for example, Pan or 1 MS; Pan + All MS; Pan + 1 MS; Pan + All MS + Pan Sharpened.

Offerors must ensure that all the satellites and associated sensors and modes listed in the technical offer are included in the financial offer.

If multiple products are offered for Basic, it is at the Offeror's discretion to use one schedule or multiple schedules for each Product Category.

Surcharges and Discounts should be presented in the separate schedule as provided, unless it is necessary to present them in the schedule of the respective Product for Optional Products.

3. Pricing for Optional Products

If Optional Products are offered, the Offeror must complete the respective Optional Product schedule(s) or, include the Product(s) in the Surcharge and Discounts schedule as applicable. In the pricing file, examples are provided for three Optional Products only, Ortho-Mosaic, Collection Window, and Time-Based Acquisition. The Offeror should add more schedules, in preferably the same or similar format, for the pricing of additional Optional Products.

4. Pricing Basis for Products

For any Basic Product, Offerors must use either Scene or Area or both of them as the pricing basis for each of the modes of the sensor offered. For other Optional Products, it is recommended that Offerors use the same pricing basis as for the Basic Products. Offerors may also provide pricing for an Optional Product as a surcharge to the price of a base product from which the Optional Product is derived. If surcharge pricing is used for an Optional Product, the product must be clearly identified and its pricing presented in the Surcharge and Discounts schedule. Offerors may also propose other pricing basis for Optional Products if needed. The acceptance of a proposed pricing basis, and thus acceptance of the product to which it pertains, will be subject to Canada's evaluation against the criterion that the cost of a requirement for the product can clearly be calculated solely using the Basis of Payment in the NMSO.

4.1 Fixed (Scene) Pricing

Where fixed pricing is used, the Offeror must provide pricing on a pre-defined area (Scene) basis. The Offeror may provide fractional scene sizes (e.g. $\frac{1}{2}$, $\frac{1}{4}$) but is not required to do so. The Offeror must identify the dimensions (km x km) of a full scene size; the dimensions of any fractional sizes, if offered, must be provided as well as pricing for the fractional scene sizes.

4.2 Flexible (Area) Pricing

Where flexible pricing is used, the Offeror must provide pricing on a per square km area basis. The Offeror may provide separate pricing for multiple size ranges (e.g. 100-500 km², 501-5000 km², etc.) if applicable, but is not required to do so. If the range-based pricing is used, the Offeror must indicate the minimum and maximum area sizes for each range offered.

The Offeror may specify a minimum area for a Product. If this is applicable, the Offeror must make it explicit in the applicable schedule of the pricing file.

4.3 Time-based Acquisition Pricing

For Time-based acquisitions for direct downlink tasking, the Offeror should provide pricing on a per time unit basis. The Offeror may provide separate pricing for multiple time ranges (e.g. 1~10 minutes, 10~30 minutes, etc.) if applicable, but is not required to do so. If the range-based pricing is used, the Offeror should indicate the minimum and maximum time periods for each range offered.

The Offeror may specify a minimum time period for Time-based acquisitions. If this is applicable, the Offeror must make it explicit in the applicable schedule of the pricing file.

4.4 Collection Window Pricing

For Collection Window or Monitoring Products the Offeror may provide pricing for multiple date ranges (seasons). In this case, the Offeror must specify the start and end dates of each date range. Within a given date range, the Offeror may provide pricing depending on the number of images ordered (e.g. pricing for orders of 1-10 images and pricing for orders of >10 images).

5. Surcharges and Discounts and Applicable Pricing Basis

The Offeror has the option to include surcharges, but is not required to do so. All surcharges must be applied to the base prices per Product, unless otherwise indicated in the Surcharges and Discounts schedule of the pricing file. Examples of possible surcharges are described in 5.1 below.

The Offeror has the option to include discounts but is not required to do so. Discounts are applied after all surcharges have been added.

A separate schedule is provided for Surcharges and Discounts where applicable and these are discussed in items 5.1 and 5.2 below.

5.1 Surcharges

Cloud Cover Surcharges, if applicable, must be applied on a fixed cost or percentage basis, based on the percentage of cloud cover allowed. Offerors may apply different surcharges for less than or equal to 10% Cloud Cover and less than or equal to 20% Cloud Cover. Cloud Cover surcharges apply to new collect orders only, and are not applicable to SAR sensors.

License Class Surcharges, if applicable, must be applied on a fixed cost or percentage basis for each of optional License Classes offered and defined in the Requirement Article 11. License classes must be compliant with Article B7.0 in Appendix B to Annex A. As per Annex A, Requirement, Article 11, the Offeror must identify the individual (A or B) license classes offered in their Technical and Financial Offers.

Delivery Media Surcharges, if applicable, must be applied on a fixed cost basis. The Offeror may apply delivery surcharges when an order requires a delivery method by DVD or a mass storage device, under the circumstances described in Annex A, Requirement, Article 8.2. As per the aforementioned Article, when this is the case, two copies of the product(s) must be delivered, one to the Designated Government Archive Centre and the other to the Technical Authority.

Tasking Priority Surcharges, if applicable, must be applied to new collect orders only on a fixed cost or percentage basis. Provision is made for five 'nominal' Tasking Priorities: Background_T, Standard_T, Operational_T, Rush_T, and Emergency_T, as outlined in Annex A, Requirement, Article 7. Offerors may provide their own designations that match each tasking priority category. A **Non-refundable Tasking Fee** surcharge may also be applied only when the satellite has been tasked, but no data meeting a cloud cover requirement could be acquired.

Delivery Priority Surcharges, if applicable, must be applied to both new collect and archived data orders on a fixed cost or percentage basis. Provision is made for four 'nominal' Delivery Priorities: Background_D, Standard_D, Operational_D, and Rush_D, as outlined in Annex A, Requirement, Article 7. Offerors may provide their own designations that match each delivery priority category.

Additional Surcharges may include but are not limited to:

- for use of user-provided DEM for orthorectification
- for use of user-provided Ground Control Points for geo-referencing
- for order cancellation by Client
- for data format conversion

5.2 Discounts

Examples of possible discounts are described here and included in the schedule of Surcharges and Discounts.

“Order Volume” Discounts, if applicable, must be applied on a percentage basis, based on the number of Products in an individual Call-up order. The Offerors are encouraged to provide different discounts for different order volumes.

Aggregate Volume Discounts, when the total order volume exceeds a threshold within a specific period of time. Total order is the cumulative sum of the value of all orders (Call-ups), including GST/HST as applicable, received by the Offeror from any and all Identified Users.

Conditional Discounts, on product x when product y is ordered.

Attachment 3 to Part 3

FINANCIAL OFFER PRICING FILE

The Financial Offer Pricing File in excel format can be downloaded from the Tender Notice on the Buy and Sell website, www.buyandsell.gc.ca.

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.
- (b) Each Satellite-Sensor or Constellation-Sensor submitted in the offer will be evaluated separately in accordance with the technical and financial criteria referred to at 1.1.1, 1.1.2 and 1.2.1 below.
- (c) Each Additional Product submitted in the offer that is derived from a Satellite-Sensor or Constellation-Sensor, or combination thereof, that has passed the technical and financial evaluation, will be evaluated separately in accordance with the technical and financial criteria referred to at 1.1.3 and 1.2.2 below.

Additional Products are:

- (1) any Optional Products included in the offer; and
- (2) any additional Basic Product included in the offer beyond the one that was offered at (b) above.

If Additional Products are being submitted in an offer from a Satellite-Sensor or Constellation-Sensor, or a combination thereof, that has passed the technical and financial evaluation of solicitations #E60SQ-120001/**B** and #E60SQ-120001/**C** and is included in an existing NMSO, the Satellite-Sensor/Constellation-Sensor will not be re-evaluated. Offerors can refer to the Satellite-Sensor/Constellation-Sensor name and the NMSO number in their offer. The exception is where a proposal contains a new satellite in a Constellation-Sensor series which does not have identical sensors as the previous satellites listed in the NMSO. In this case the new satellite must be evaluated.

- (d) An evaluation team composed of representatives of Canada will evaluate the offers.
- (e) If required information is addressed in the offer but the documentation demonstrating this information is incomplete, the Standing Offer Authority may request it thereafter in writing, including after the closing date of the solicitation, and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria for Evaluation of a Satellite-Sensor or Constellation-Sensor

Refer to Attachment 1 to Part 4, Mandatory and Point Rated Technical Criteria.

1.1.2 Point-rated Technical Criteria for Evaluation of a Satellite-Sensor or Constellation-Sensor

Refer to Attachment 1 to Part 4, Mandatory and Point Rated Technical Criteria.

1.1.3 Point-rated Technical Criteria for Evaluation of Additional Product

Refer to Attachment 1 to Part 4, Mandatory and Point Rated Technical Criteria.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria for Evaluation of a Satellite-Sensor or Constellation-Sensor

Refer to Attachment 2 to Part 4, Mandatory Financial Criteria.

1.2.2 Mandatory Financial Criteria for Evaluation of Additional Product

Refer to Attachment 2 to Part 4, Mandatory Financial Criteria

2. Basis of Selection

2.1 Basis of Selection for a Standing Offer

1. To be declared responsive, an offer for a Satellite-Sensor or Constellation-Sensor must:
 - (a) comply with all the requirements of the Request for Standing Offers (RFSO),
 - (b) include at least one Satellite-Sensor or Constellation-Sensor that:
 - (i) meets all Mandatory Technical Criteria in Attachment 1 to Part 4, A. For Evaluation of a Satellite-Sensor or Constellation-Sensor; and
 - (ii) obtains the overall required minimum points for the Point Rated Technical Criteria in Attachment 1 to Part 4, B. For Evaluation of a Satellite-Sensor or Constellation-Sensor; and
 - (iii) meets all mandatory financial criteria at Part 4, 1.2.1, Mandatory Financial Criteria for Evaluation of a Satellite-Sensor or Constellation-Sensor.
2. Offers not meeting (a) or (b) above will be declared non-responsive and given no further consideration.
3. All responsive offers will be recommended for issuance of a Standing Offer. Any resulting Standing Offer will include all Satellite-Sensors and Constellation-Sensors submitted by an Offeror that were found to be compliant with the applicable requirements of the RFSO.

2.2 Basis of Selection for Additional Product

1. To be included in the Standing Offer, the Optional Product or additional Basic Product must:
 - (a) be derived from a Satellite-Sensor or Constellation-Sensor, or a combination thereof, that has been declared responsive under 2.1 above **OR** be derived from a Satellite-Sensor or Constellation-Sensor included in an existing NMSO #E60SQ-120001/XXX/XX;
 - (b) obtain the overall minimum required points for the Point Rated Technical Criteria in Attachment 1 to Part 4, C., For Evaluation of Additional Product ; and
 - (c) meet the mandatory financial criteria for Additional Product as per Part 4, 1.2.2, Mandatory Financial Criteria for Evaluation of Additional Product;

2. Products not meeting (a) or (b) or (c) above will not be included in the resulting Standing Offer.

Attachment 1 to Part 4

MANDATORY AND POINT RATED TECHNICAL CRITERIA

Offerors should prepare their offer in accordance with the Technical Offer Preparation Guide, Attachment 1 to Part 3.

Sections and Templates that are named in the Mandatory and Point Rated Criteria refer to those in the Guide.

**A. FOR EVALUATION OF A SATELLITE-SENSOR OR CONSTELLATION-SENSOR
MANDATORY TECHNICAL CRITERIA**

The Offeror must demonstrate that it meets the following mandatory technical criteria. Any documentation that may have been omitted to validate the information or compliance with the criteria may be requested prior to issuance of a Standing Offer.

Item	Mandatory Technical Criteria	MET	NOT MET
M1	For each Satellite-Sensor or each Constellation-Sensor offered: The Offeror must specify, from its current published product list, at least one product for the Basic Product Category offered. If the offer contains multiple satellites in a Constellation where the satellites do not have identical sensors then each unique satellite will have to be evaluated along with at least one product for the Basic Product Category offered. The description provided for the properties below must be in accordance with Section 2.1 of Attachment 1 to Part 3, Technical Offer Preparation Guide and demonstrate that it meets the requirements identified in Article 4, Product Categories, Table 1 of Annex A, Requirement.		
	Basic Product		
	Product Name		
	Satellite or Constellation Name		
	Sensor Name		
	Band(s) / Beam mode(s) and polarization		
	Spatial resolution(s)		

<p>M2</p>	<p>For each Satellite-Sensor or each Constellation-Sensor offered: The Offeror must provide information to demonstrate that the products offered meet the mandatory requirement for metadata in accordance Article 5, Metadata Requirements, of Annex A, Requirement. The Offeror must demonstrate that the metadata properties will be delivered within each Product Delivery Package by providing details in accordance with Article 3.1 of Attachment 1 to Part 3, Technical Offer Preparation Guide for each metadata property listed below.</p>		
<p>Metadata properties</p>			
<p>Satellite or Constellation and Sensor name</p>			
<p>Acquisition Time (UTC) (Start/Stop)</p>			
<p>Image Corner Coordinates including upper left, lower left, upper right, lower right.</p>			
<p>Spatial resolution / Pixel spacing</p>			
<p>Spectral band(s) Beam mode(s) and polarization ordered</p>			
<p>Sensor viewing / incidence angle</p>			
<p>Number of pixels/samples and number of lines</p>			
<p>Data processing level</p>			
<p>Projection information, including: map projection, zone, ellipsoid, datum, resampling kernel used</p>			
<p>Data Format provided</p>			
<p>Browse Image (Thumbnail): A reduced resolution Product normally associated with catalogue browse functions and supplied with the Product Delivery Package.</p>			
<p>Text of the License in its entirety</p>			
<p>License Class</p>			
<p>M3</p>	<p>For a Satellite-Sensor or Constellation-Sensor offered: The Offeror must provide a sample Product Delivery Package for a Basic Product for a Satellite-Sensor or Constellation-Sensor offered. If an offer includes more than one Satellite-Sensor or Constellation-Sensor, the Offeror must only provide this package for one of the Satellite-Sensors or Constellation-Sensors included in the offer. For existing NMSO holders for a constellation of identical satellites/sensors for which a sample Product Delivery Package has previously been received/evaluated, where the Offeror wishes to now add an identical satellite, then a minimum of one Basic Product is required in the technical and financial offer but no sample Product Delivery Package is required for that Constellation. The sample Package must meet the following criteria:</p> <ol style="list-style-type: none"> 1) The imagery contained in this Package must be in one of the format(s) as specified in the respective product description in Attachment 1 to Part 3, Technical Offer Preparation Guide, Template 2.1.1 2) This sample Package must contain all the mandatory metadata, as presented in Template 3.1 in Attachment 1 to Part 3, Technical Offer Preparation Guide, and required in M2 above. 		

M4	For each Satellite-Sensor or each Constellation-Sensor offered: The Offeror must describe all the required customer support services, RS 1 to 14, as specified in Article 7 of Annex A, Requirement. The Offeror must describe how the services will be provided using the templates in Section 4 of Attachment 1 to Part 3, Technical Offer Preparation Guide.		
	RS1. Method in place to provide at least two service priority categories		
	RS2. For at least two (2) service priority categories, the Offeror explicitly specifies the average service timelines that are required (Templates 4.1 and 4.2)		
	RS3. Deleted		
	RS4. Method in place for the Offeror to respond to the Identified User with confirmation of a quotation (according to the NMSO) within one (1) business day		
	RS5. Method in place for the Offeror to respond to the Identified User with confirmation of order delivery capability within two (2) business days		
	RS6. Method in place for the Offeror to acknowledge the receipt of a Call-up to the Identified User within three (3) business days after a Call-up is issued.		
	RS7. Method in place for the Offeror to allow the Identified User to change an order within the time limits that the Offeror specified in Templates 4.1 and 4.2.		
	RS8. Method in place for the Offeror to allow the Identified User to cancel an order within the time limits that the Offeror specified in Templates 4.1 and 4.2.		
	RS9. Method in place for the Offeror to provide Web-based services for Identified Users to search its data catalogue		
	RS10. Method in place for the Offeror to inform the Identified User before placing an order if the Product requested is a duplicate of an order already placed but not yet delivered to the Designated Government Archive Centre		
RS11. Method in place for the Offeror deliver the ordered Product in accordance with the requirement stated in Annex A, Requirement, Article 8, Product Delivery			

	RS12. Method in place for the Offeror to apply the normal resolution practice (e.g. by priority, then by time of ordering), in the event that there are conflicting scheduling requirements for new acquisitions. submitted to an Offeror through different NMSO Call-Ups or from those of clients outside the context of the NMSOs		
	RS13 Deleted.		
	RS14. The Offeror must provide customer support services in English.		

**B. FOR EVALUATION OF A SATELLITE-SENSOR OR CONSTELLATION SENSOR
POINT RATED TECHNICAL CRITERIA
(Maximum Points Available - 95; Minimum Points Required – 55)**

The Technical Offer will be evaluated in accordance with the point rated criteria PR1 to PR3.

PR1. Quality of Technical Offer (Maximum points: 48)				
		Maximum points available	Points rated	Rating guide
1.1 The offer demonstrates that the Offeror fully understands the Requirement for Commercial Satellite Imagery in terms of the information required and the format for presentation.		16		
1.1.a Information is presented according to the Scheme including use of templates, as provided in Attachment 1 to Part 3, Technical Offer Preparation Guide.	Section 1 of the Technical Offer	2		2 – Presentation follows the Scheme with no or minor deviations that do not impact the requirement. 1 –Presentation follows the Scheme with some deviations that impact the requirement. 0 – Majority of the presentation does not follow the Scheme
	Section 2 of the Technical Offer	2		
	Section 3 of the Technical Offer	2		
	Section 4 of the Technical Offer	2		
	Section 5 of the Technical Offer	2		
	Section 6 of the Technical Offer	2		
1.1.b Templates clearly demonstrate the required information	Templates in Section 1	1		1 – Templates clearly demonstrate the required information with no or minor deviation that do not impact the requirement. 0.5 –Templates clearly demonstrate most of the required information with some deviations that impact the requirement. 0 – Templates do not clearly demonstrate the required information.
	Templates in Section 2	1		
	Templates in Section 3	1		
	Templates in Section 4	1		

1.2 Quantity of information about the Products and Services offered				20	
			Weigh-ting		
1.2.a The information as required is provided	Template 1	2	x1		2 – All or the majority of the information as required is provided with no or minor deviations that do not impact the requirement. 1 – Some of the information as required is not provided with some deviations that impact the requirement. 0 – Most information as required is not provided.
	Template 4.1	2	x3		
	Template 4.2	2	X2		
1.2.b Desirable information is provided	Templates in Section 1	2			2 – All or the majority of the desirable information is provided 1 – Some of the desirable information is provided 0 – No desirable information is provided.
	Templates in Section 2	2			
	Templates in Section 3	2			
	Templates in Section 4	2			
1.3 Quality of information provided about the Products and Services offered				12	
1.3.a Relevance and usefulness of the information provided to the consumption of the product	Template 1	1			1 – All or the majority of the information provided is relevant and useful to the requirement.
	Template 2.1.1	1			
	Template 3.1	1			

	Template 3.3	1		0.5 – Some of the information is not relevant or useful to the requirement. 0 – Most of the information is not relevant or useful to the requirement
1.3.b Information is clear	Template 1	1		1 – Information is very clear
	Template 2.1.1	1		0.5 – Information contains some unclarity
	Template 3.1	1		0 – Information is not clear
	Template 3.3	1		
1.3.c Supplementary descriptions enhance the information clarity of the products and services offered	Section 1	1		1 – All or the majority of the supplementary descriptions provided enhance the clarity of the offer
	Section 2	1		
	Section 3	1		0.5 – Some of the supplementary descriptions provided enhance the clarity of the offer.
	Section 4	1		0 – No supplementary descriptions are provided or those provided do not enhance the clarity of the offer.

PR2. Desirable Services are offered for enhanced customer support (Maximum 26)				
		Maximum points	Points Rated	Rating guide
2.1 The offer offers many services for customer support as desired and the services are clearly described		26		
2.1.a. A Desirable Service is offered (refer to Article 7 of Annex A, Requirement and Templates 4.1, 4.2, 4.4, 4.5)	DS1. Provide more than 2 service priority categories (Template 4.1 and 4.2)	1		1 – Yes; 0 - No
	DS2. Timelines specified for the required services for additional priority categories (Templates 4.1 and 4.2)	1		1– Timelines specified for over 50% of the applicable services. 0.5– Timelines specified for less 50% but greater than 20% of the applicable services. for every piece of info; 0 - Timelines are not specified for greater than 20% of the applicable services.
	DS3. Timelines specified for the desirable services for Rush orders (Template 4.1)	1		
	DS4. Timelines specified for the desirable services for all priority categories other than Rush (Template 4.1)	1		
	DS6. Response to customer query in 1 business day	1		
	DS7. Mean time to resolve a tasking conflict within 3 business days	1		1 – Yes; 0 - No
	DS8. Make data from past sensors available for ordering (Template 4.4)	1		
	DS9. Provide interactive Web-based services for data search, viewing (Template 4.4)	1		
	DS10. Provide Web-based services for users to identify new acquisitions in process (Template 4.4)	1		
	DS11. Conduct volunteer background data collection (Template 4.4)	1		
	DS12. Allow the option for public catalogue holdback (Template 4.4)	1		
	DS13. Allow Identified Users to separate Tasking Priority Category from Delivery Priority Category for New Acquisition orders (Template 4.4)	1		
	DS14. Provide updates on major changes on satellite operations or data processing (Template 4.4)	1		

2.1b. The Method for a Desirable Service, if offered, is addressed (refer to Article 7 Annex A, Requirement and Templates 4.1, 4.2, 4.4, 4.5)	DS1. More than 2 service priority categories	1		1 – A Desirable Service, if offered, is well explained. 0.5 – A Desirable Service, if offered, is explained but not very clear 0 – A Desirable Service is not offered, or when offered, is not explained
	DS2. Required timelines for additional priority categories	1		
	DS3. Desired timelines for Rush orders	1		
	DS4. Desired timelines for all priority categories	1		
	DS6. Response to customer query in 1 business day	1		
	DS7. Mean time to resolve a tasking conflict within 3 business days	1		
	DS8. Make data from past sensors available for ordering	1		
	DS9. Provide interactive Web-based services for data search, viewing	1		
	DS10. Provide Web-based services for users to identify new acquisitions in process	1		
	DS11. Conduct volunteer background data collection	1		
	DS12. Allow the option for public catalogue holdback	1		
	DS13. Allow Identified Users to separate Tasking Priority Category from Delivery Priority Category for New Acquisition orders	1		
	DS14. Provide updates on major changes on satellite operations or data processing	1		

PR3. The proposed End User License Agreement (EULA) of the offer demonstrates the Offeror supports Canada’s initiative to buy once, use many times. (Maximum 21)				
		Maximum points available	Points rated	Point rating guide
3.1 The offer offers higher License Classes for Level A, project-based sharing. See B7.0 of Appendix B to Annex A, End User License Agreement		11		
Higher License Class offered	Class 1A	1		1 – License Class offered 0 – License Class not offered
	Class 2A	1		
	Class 3A	1		
	Class 4A	1		
	Class 5A	1		
	Class 6A	1		
	Class 7A	1		
	Class 8A	1		
	Class 9A	1		
	Class 11	1		
	Class 12A	1		
3.2 The offer offers higher License Classes for Level B, broad interpretation of sharing entities. See B7.0 of Appendix B to Annex A, End User License Agreement		10		
Higher License Class offered	Class 1B	1		1 – License Class offered 0 – License Class not offered
	Class 2B	1		
	Class 3B	1		
	Class 4B	1		
	Class 5B	1		
	Class 6B	1		
	Class 7B	1		
	Class 8B	1		
	Class 9B	1		
	Class 12B	1		

C. FOR EVALUATION OF ADDITIONAL PRODUCT**POINT RATED TECHNICAL CRITERIA****(Maximum Points Available - 16; Minimum Points Required – 8)**

<i>PR1: The Product offered is of interest to Identified Users</i>				
		Maximum points	Points rated	Point rating guide
1.1 The information about the Product is pertinent and clear		10		
1.1.a Product information is presented according to the Scheme, including use of templates (Sections 2 and 3 of Attachment 1 to Part 3, Technical Offer Preparation Guide)	Product information (Section 2)	2		2 – Presentation follows the Scheme with no or minor deviations that do not impact the requirement. 1 –Presentation follows the Scheme with some deviations that impact the requirement. 0 – Majority of the presentation does not follow the Scheme
	Metadata information (Section 3)	2		
1.1.b The information as required is provided	Product information	2		2 – The majority of the information as required is provided with no or minor deviations that do not impact the requirement. 1 – Some of the information as required is not provided with some deviations that impact the requirement. 0 – Most information as required is not provided.
	Metadata information	2		
1.1.c Desirable information is provided	Product information	1		1 – The majority of the desirable

	Metadata information	1		information is provided 0.5 – Some of the desirable information is provided 0 – No desirable information is provided.
1.2 The Product is provided with standardized services		6		
1.2.a Service delivery priority categories are specified for the Product	Template 4.5, Attachment 1 to Part 3, Technical Offer Preparation Guide	2		1 for every category provided
1.2.b Timelines for product delivery are provided for each service priority category	Template 4.5, Attachment 1 to Part 3, Technical Offer Preparation Guide	4		2 for every timeline established

Attachment 2 to Part 4**MANDATORY FINANCIAL CRITERIA**

The Offeror must submit its Financial Offer in accordance with Attachment 2 to Part 3, Financial Offer Preparation Instructions.

A. Mandatory Financial Criteria for Evaluation of a Satellite-Sensor or Constellation-Sensor

The Offeror must comply with the following mandatory financial criteria. Any financial offer that fails to meet the following mandatory financial criteria will be declared non-responsive and the Offeror's offer will be given no further consideration.

MANDATORY FINANCIAL CRITERIA
1. The Offeror must complete a pricing file in accordance with Attachment 3 to Part 3. Refer to Article 4, Product Categories, of the Requirement, attached as Annex A to this solicitation, for definitions of each Product.
2. The Offeror must provide pricing using at least one of the following pricing basis for each of the modes of the sensor offered. (a) Fixed (scene) – the Offeror must identify the dimensions (km x km) of a full scene size as well as the dimensions of any fractional sizes offered; OR (b) Flexible (area) - the Offeror must complete the minimum and maximum area sizes for each range offered.
3. For operational satellites or satellite constellations that are included in the technical offer, the Offeror must provide pricing for both new collect orders and catalogue orders. For non-operational satellites that are included in the technical offer, the Offeror must provide pricing for catalogue orders only.

B. Mandatory Financial Criteria for Evaluation of Additional Product

For inclusion in the resulting Standing Offer of any Optional Product, or any additional Basic Product that are not used for the evaluation of the Sensor(s) offered, the Financial Offer must comply with the following Mandatory Financial Criteria with regard to the additional product.

MANDATORY FINANCIAL CRITERIA
1. The Offeror must include pricing for the Additional Product(s) offered in the pricing file of the offer in one (1) of the following two (2) formats: (a) by completing the respective pricing schedules for the Additional Product(s) offered in accordance with Attachment 3 to Part 3, with preferably a separate schedule for each

<p>Product;</p> <p>or</p> <p>(a) by providing surcharge pricing for the Additional Product(s) in the Surcharges and Discounts schedule based on a Basic Product as applicable.</p>
<p>2. For additional Basic product(s), the Offeror must provide pricing using at least one of the following pricing basis for each of the modes of the sensor offered.</p> <p>(a) Fixed (scene) - the Offeror must identify the dimensions (km x km) of a full scene size as well as the dimensions of any fractional sizes offered;</p> <p>OR</p> <p>(b) Flexible (area) - the Offeror must complete the minimum and maximum area sizes for each range offered.</p>
<p>3. For Collection Window or Monitoring Products, if the pricing varies with the date range, the Offeror must specify the minimum and maximum dates for each date range offered.</p>
<p>4. For operational satellites or satellite constellations that are included in the technical offer, the Offeror must provide pricing for both new collect orders and catalogue orders. For non-operational satellites that are included in the technical offer, the Offeror must provide pricing for catalogue orders only.</p>

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation 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, if any required certification is found to be untrue whether 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 with this request will also render the offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions/Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true. See Article 3 under Part 6.

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 HRSDC-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.

1.3 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.

Evaluation of the offer will be undertaken after the related documentation is submitted. If the related documentation is not submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

A) Offers from Satellite Operator Agencies

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 at Attachment 1 to Part 5, or alternate document with equivalent information.

B) Offers from non Satellite Operator Agencies

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 at Attachment 2 to Part 5, 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.

1.4 Language Capability

By submitting an offer, the Offeror certifies that it has the language capability required to perform the Work, namely English, as indicated in Annex A, Requirement, Article 7.2, Non-time-sensitive Customer Support Services.

**ATTACHMENT 1 to PART 5
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 to Annex A, Requirement; 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:** _____

**ATTACHMENT 2 to PART 5
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 to Annex A, Requirement;
- 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 (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:** _____

PART 6 – INFORMATION REQUIRED PRECEDENT TO ISSUANCE OF A STANDING OFFER

The information described below should be submitted with the offer but may be submitted afterwards. If any of the required information is not submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

A. General Information

1. Former Public Servant in Receipt of a Pension

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, offerors must provide the information required below in their offer.

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 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 Applicable Taxes.

2. Joint Venture

Further to subsection 17 of 2006, Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, the Offeror must provide information regarding a joint venture in its Offer as detailed in 2(a), (b) and (c) below.

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement.

- (a) Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (i) the name of each member of the joint venture;
 - (ii) the Procurement Business Number of each member of the joint venture;
 - (iii) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (iv) the name of the joint venture, if applicable.
- (b) If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
- (c) The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally

or solidarily liable for the performance of any contract resulting from a Call-up against the standing offer.

3. Integrity Provisions/Code of Conduct - Related documentation

Pursuant to section 01 of Standard Instructions 2006, Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

B. File Structure Specifications and Communications Interfaces

1. Image Quality Specifications

Offerors are requested to provide quality specifications of the Products offered in Annex E, Satellite Product and Service Information, in accordance with Article 6, Image Quality Specifications, in Annex A, Requirement. At the minimum, the specifications must address qualities with regard to radiometrics, geometrics and cloud cover. Preferably, the specifications also address the issues of snow and haze.

2. File Ingest and Information Extraction

Offerors are requested to provide the Commercial Product Specification(s) (or equivalent document name) for Products offered from its Commercial Product List, including 'Product file and structure description' and 'reading information' in Table 7 below.

The Product Specification document provided is expected to give sufficient information to ingest Products and extract information necessary to use them. To assure that the basic needs are covered either in the Product Specification or through other referenced documentation, the Offeror should provide cross references to where the following can be located and can be supplied, as required.

Table 7
Additional information for product specifications

Ingest and Information Extraction Element	Option	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
<i>Example information</i>		<i>Product Specification of Bugspace</i>	<i>Page 46, §5.3, line 13</i>

Ingest and Information Extraction Element	Option	Reference Document (or equivalent)	Location in Reference Document (Page, Section, Paragraph, line)
Details or directions to details on imagery products or data file ingest in sufficient detail to allow a professional programmer to read the volume and transform its contents into a sensible image. (Pointers to file, record, line and pixels; data word, byte; and bit format and interpretation.)	Required		
Programming aids such as formal data structures or coding examples.	Desirable		
Conversion of the pixel values into physical engineering units for radiometry (and phase for radar as appropriate for complex data Products) to the tolerance specification of the Product: radar backscatter coefficient, reflectivity, and brightness temperature as appropriate with supporting algorithms.	Desirable		
Supporting examples for the above.	Desirable		
A formulation for the conversion of pixel indices (line and pixel) to geo-locations is given from the information provided to the tolerance specification of the Product. There are supporting algorithms to show how this is done.	Required		
Supporting examples are provided.	Desirable		
Sufficient information is provided to locate, decode, and interpret associated required metadata with the Product.	Required		

3. Communication Interfaces

The Offeror will provide details on communication interfaces for order handling, reporting, catalogue access, and other interactions as per Article 7 of the Requirement in Annex A of this RFSO, but not required in Attachment 1 to Part 3, Technical Offer Preparation Guide.

4. Ordering Detail Portion of the Call-up Form

See Appendix A to Annex D, Call-up Against a Standing Offer Form, PWGSC-TPSGC 942 and Appendix B to Annex D– Call-up Requirement Guide for information related to the Ordering detail.

4.1 Call-up Ordering Field Details

An annex to the Call-up will likely contain a number of fields, which will be common to all Satellite-Sensors or Constellation-Sensors. Another annex will likely contain ordering details specific to each Satellite-Sensor that the selected Offeror would provide prior to issuance of a Standing Offer. Selected Offerors are asked to provide these ordering details in an electronic version that can be linked to the Call-up as an annex. The Table below provides some information on suggested fields and format, which might be included but is not to be considered exhaustive or complete. Offerors are to propose a template, which is satisfactory to Canada to fulfill the need of fully detailing their order specifications.

Ordering Detail	
Template Fields for Call-up Annex	
Template Parameter	Description
Product Selection	This should be in the form of a drop down list based on specific Product list (refers to Article 4 of the Requirement in Annex A of this RFSO for Product Categories).
Sensor Modes and Configuration	This should include the options of Mode for Identified Users to select (e.g. 1m Pan, 1m Pan + All 5m MS....., ScanSAR dual polarization). Options of viewing/incidence angle should be provided as well if offered.
Product Parameters	Any product parameters associated with the Product would be provided here (e.g. cloud cover, snow cover, coordinate systems, data formats, DEMs for terrain correction) (refer to Article 5 of the Requirement in Annex A of this RFSO for the parameters). A drop down list may be appropriate.
Delivery Method	This is to be in the form of a drop down list, as discussed in Article 8.2 of the Requirement in Annex A of this RFSO.
Archive Product Catalogue Index	Index to Products used by Offerors in their on-line Product Catalogue systems (e.g. Scene ID).
<u>New Acquisitions</u>	
Acquisition Date (optional)	YYYY_MM_DD (UTC)
Acquisition Time (optional)	HH_MM_SS (UTC)
Julian Day	YYYY_JJJ
Requested Area	
Requested Area bounding box Lat/Long (optional). A polygon defining the area. When only two points are given the area is to be assumed rectangular and the upper left and lower right corners are	Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) ... Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) Lat/Long (dd_mm ss N/S, ddd_mm ss E/W)

Ordering Detail	
Template Fields for Call-up Annex	
Template Parameter	Description
specified.	
Requested Area. Scene centre and radial extent (km) (optional)	Lat/Long (dd_mm ss N/S, ddd_mm ss E/W) ____ km
Maximum Cloud Content	This will be in the form of a drop down list for optical sensors. (Refer to Article 6.3 of the Requirement in Annex A of this RFSO) N/A <10% <20%
Snow content	Specify options if available.
Tasking Priority	This should be in the form of a drop down list. This is the set of priority levels supported and described in Article 7 of the Requirement in Annex A of this RFSO. Note that ordering forms must allow the Identified Users to choose different priorities for Tasking and Delivery/Processing (see Article 7.1 in Annex A, Requirement).
Delivery/Processing Priority	This should be in the form of a drop down list. This is the set of priority levels supported and described in Article 7 of the Requirement in Annex A of this RFSO.
Product License Class	This should be in the form of a drop down list dependent on the Classes supported by the Offeror.
Additional Information	This might, for example, indicate priority of image, process, and modification of sensor configuration. It could also include information on special requirements such as stereo imaging.

C. Information Required for Completion of the End User License Agreement (EULA)

A template for the EULA is provided as Appendix B to Requirement, Annex A of this RFSO. In the offer or prior to the issuance of the final Standing Offer, the Offeror must respond to the following requests for information regarding Article B.10, Export Control, and Article B.14, Public Good Statement, of the EULA.

1. Export Control of the Offeror’s Country

Some jurisdictions may have export laws, restrictions and regulations policies that are applicable to commercial satellite imagery. If this is the case, the Offeror under such a jurisdiction should provide the terms and conditions, which will be included under Article B.10 of the EULA in the final Standing Offer. Below is an example of the terms and conditions for Offerors located in the USA, which will appear under EULA Article B.10 for any Offeror from the USA. If applicable, Offerors from other countries should adapt the second paragraph of the example Article B.10 below to their respective country; otherwise, the EULA in the Offeror’s final Standing Offer will show “N/A” under Article B.10.

Article B.10. Export Control

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.

2. Acceptance of the Proposed Public Good Statement

The following statement is desirable for Canada. The Offeror must indicate if it accepts this statement; if so, this statement will appear in the EULA as B14.0 in the resulting Standing Offer.

The Offeror
accepts () or
does not accept ()
the following statement:

Public Good Statement

After a period greater than three (3) years from the Product's delivery or five (5) years after acquisition date whichever is later, the Product, or the Derived Product, with resolution reduced to 20 meter or coarser (if original resolution is higher) or unchanged (if original resolution is coarser than 20m), becomes Public Good and may be distributed by Canada without any fees or royalties payable to the Licensor.

PART 7- STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

(a) For new Standing Offers:

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

(b) For current Standing Offers: One of the following will apply:

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

or

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

2.2 Standing Offers Reporting

The Offeror must provide Reporting in accordance with the Utilization Report Template at Annex "C" and the reporting requirements detailed therein.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making Call-ups against the Standing Offer is for no more than one (1) year after date of issuance.

3.2 Annual Refresh

(a) The Tender Notice for the RFSO will remain posted on PWGSC's Buy and Sell Website, www.buyandsell.gc.ca, for a period of up to one (1) year from date of issue of the resulting National Master Standing Offers (NMSOs), with up to a possible four (4) extension periods of one (1) year each. On an annual basis offers will be accepted for updates to pricing and products of existing NMSOs, and for new Satellite-Sensors or Constellation-Sensors, either for inclusion in an existing or for issuance of an additional NMSO. The offer submission periods for the Annual Refresh are estimated for October to

November of each year of the Standing Offer; however, notification of the actual refresh date will be published in the Notice within three (3) months of the closing date of the Refresh.

- (b) If Canada expands the Identified Users to include other Canadian Provincial or Territorial and Municipal Governments, this will be communicated with any applicable revisions to the NMSO in the Notice of Annual Refresh. As Identified Users making Call-ups against the Standing Offer, they would be considered licensees under the End User License Agreement at Appendix B to Annex A, Requirement.
- (c) An offer must be submitted by the closing date and meet the requirements indicated in the Notice to be considered either for revision to the Offeror's existing Standing Offer, or for issuance of an additional Standing Offer. Offers will be subject to technical and financial evaluation and verification by Canada as applicable in accordance with solicitation E60SQ-120001, before a revision to the Standing Offer or new Standing Offer is issued. If an offer to revise a standing offer is not received by the closing date or does not meet the requirements indicated in the Notice and solicitation, the Standing Offer will remain at the rates or prices currently specified in the Basis of Payment at Annex B.

3.3 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Adriana Crncan
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
Place du Portage, Phase III, 11C1
Gatineau, Quebec K1A 0S5

Telephone: 819-956-1353

E-mail address: adriana.crncan@tpsgc-pwgsc.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, she is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

(To be inserted at time of issuance of the Standing Offer)

The Project Authority is:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail address:

The Project Authority is the representative responsible for the Requirement at Annex A and the Designated Government Catalogue and Archive system (NEODF). Revision of the Requirement is subject to review and approval of the Project Authority but will only come into effect when the official Revision to the Standing Offer is issued by the Standing Offer Authority.

4.3 Technical Authority

The Technical Authority for the Standing Offer is identified in the Call-up against the Standing Offer.

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

4.4 Offeror's Representative(s)

4.4.1 Offeror's Standing Offer Representative

(To be inserted at time of issuance of the Standing Offer)

Name:

Title:

Company Name:

Address:

Telephone:

Facsimile:

E-Mail address:

Web address:

The Offeror's Standing Offer Representative is the contact of the Offeror responsible for the Standing Offer and Resulting Contract Clauses and Conditions.

4.4.2 Offeror's Order Desk Representative

(To be inserted at time of issuance of the Standing Offer)

Name:

Title:

Company Name:

Address:

Telephone Access:

Toll-free Telephone Access (if applicable):

Emergency Telephone Access (if applicable):

Facsimile Access:

Toll-free Facsimile Access (if applicable):

E-Mail address:

24 hour Web address Access:

Web link to customized order form (if applicable):

The Offeror's Order Desk Representative is the contact of the Offeror for the Identified User regarding customer service issues such as ordering, delivery and product information.

OR

If the Offeror is a Satellite Operator Agency (SOA) and the offer identifies and authorizes one or more Authorized Distributor, as part of their subcontracting responsibilities, to receive orders, issue invoices and process payments on behalf of the Offeror, the above is replaced with the following:

4.4.2 Offeror's Authorized Distributor(s)

(To be inserted at time of issuance of the Standing Offer)

Name:

Title:

Company Name:

Address:

Telephone Access:

Toll-free Telephone Access (if applicable):

Emergency Telephone Access (if applicable):

Facsimile Access:

Toll-free Facsimile Access (if applicable):

E-Mail address:

24 hour Web address Access:

Web link to customized order form (if applicable):

The Distributor(s) listed above have been authorized to act on behalf of the Offeror for the purposes of:

- (a) receiving and fulfilling orders (Call-up) under the Standing Offer;
- (b) issuing invoices and processing payments under any contract resulting from a Call-up against the Standing Offer.

Receipt by the Authorized Distributor(s) (hereafter referred to as Distributor(s)) of work orders (Call-ups) or payments under any contract resulting from a Call-up against the Standing Offer will be deemed to be receipt by the Offeror under the Standing Offer or the Contractor under the contract.

The Offeror must ensure that the Distributor(s) is bound by conditions compatible with and, in the opinion of the Standing Offer Authority, not less favourable to Canada than the conditions of the Standing Offer.

The Offeror remains responsible for the Standing Offer and the performance of any contract resulting from a Call-up against the Standing Offer and Canada is not responsible to the Distributor(s). The Offeror is responsible for any matters or things done or provided by the Distributor(s) under the Standing Offer or any contract resulting from a Call-up against the Standing Offer and for paying the Distributor(s) for any part of the Work it performs under any such contract.

If, during the period of the Standing Offer, there is a change in the Distributor's facilities, the Offeror must inform the Standing Offer Authority immediately in writing.

5. Identified Users

The Identified Users authorized to make Call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11. The Schedules can be found at the following website: <http://laws-lois.justice.gc.ca/eng/acts/F-11/index.html>.

6. Call-up Procedures and Instrument

The process and instrument for making Call-ups against the Standing Offer is detailed at Annex D, Call-up Procedures and Instrument.

Appendix A to Annex D provides the Call-up Against a Standing Offer Form PWGSC-TPSGC 942. A Guide to using the form is provided in Appendix B to Annex D.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer to be issued by an Identified User must not exceed \$ 200,000.00 (Goods and Services Tax or Harmonized Sales Tax included, if applicable).

Any call-ups to be issued in excess of \$ 200,000.00 (Goods and Services Tax or Harmonized Sales Tax included, if applicable), 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;
- c) the written confirmation of pricing and capability obtained from the Offeror as per the Call-up Procedures at Annex D.

8. Product Delivery

Any Product procured under a Call-up for the NMSO must be delivered as per Annex A, Requirement, Article 8, Product Delivery.

9. 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) Appendix B to Annex A - End User License Agreement;
- d) the general conditions 2005 Standing Offers - Goods or Services
- e) the general conditions 2035 Higher Complexity - Services;
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Utilization Report Template;
- i) Annex D, Call-up Procedures and Instrument;
- j) Annex E, Satellite Product and Service Information **(to be extracted from the Offeror's response to Attachment 1 to Part 3)**;
- k) Annex F, File Structure Specifications and Communications Interfaces; **(to be extracted from the offeror's response to Part 6)**;
- l) the Offeror's technical offer dated _____

10. Certifications**10.1 Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation 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.

11. 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 _____.
(to be inserted at time of issuance of the Standing Offer)

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

In the case of a Satellite or Satellite Constellation 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 or at the refresh.

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 perform the Work described in the Call-up Against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

(a) For new Standing Offers:

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

(b) For current Standing Offers: One of the following will apply:

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

or

2035 (2013-06-27), General Conditions - Higher Complexity - Services, 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. Authorities

4.1 Contracting Authority

The Contracting Authority is the Standing Offer Authority named in Part A, Standing Offer, Article 4, Authorities.

4.2 Technical Authority

The Technical Authority is identified in the Call-up against the Standing Offer.

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

4.3 Contractor's Representative

The Contractor's Representative(s) is the Offeror's Representative named in Part A, Standing Offer, Article 4, Authorities.

5. Payment

5.1 Basis of Payment

Firm Price Call-up

In consideration of the Contractor satisfactorily completing all of its obligations under the approved contract, the Contractor will be paid the firm price stipulated in the Call-up determined in accordance with the Basis of Payment at Annex B. Customs duties included and Goods and Services Tax or Harmonized Sales Tax are extra, if applicable.

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.

5.2 Method of Payment

Depending on the method of payment specified in the applicable Call-up, one of the following method of payment clauses will apply.

5.2.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract (Call-up) if:

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

5.2.2 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Call-up and the payment provisions of the Contract (Call-up) if:

- (a) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6. Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all the Work identified in the invoice is completed.

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

- (b) Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the Identified User listed within the Contract (Call-up) for certification and payment.

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. Defence Contract

SACC *Manual* clause A9006C (2012-07-16) Defence Contract

9. Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

ANNEX A REQUIREMENT

1. Background

Under the leadership of the Canada Centre for Mapping and Earth Observation (CCMEO) of Natural Resources Canada (NRCan), the Departments, Agencies, and Crown Corporations of the Government of Canada (GC) have established that there is a need to consolidate and facilitate as much of the purchasing¹ of commercial (“off the shelf”) satellite imagery data products as possible within the federal government using the National Master Standing Order (NMSO) procurement mechanism. Central to such an arrangement would be potential price discounts from large volume purchasing and government-wide sharing of data through a licensing structure making repeat orders for the same Product unnecessary. At the end of 2009 to the beginning of 2010, the NMSOs from the first round for the procurement of commercial satellite imagery were issued as a result of a collaborative effort between NRCan/CCMEO, the Department of National Defence (DND) and Public Works and Government Services Canada (PWGSC). Negotiated in good faith by Canada and vendors and featured with a set of 12 license classes which broadly define the data sharing principles, the NMSOs represent the first response to a growing need of the GC for an efficient procurement vehicle, competitive pricing and common licensing allowing data sharing across the federal government and with its partners.

Key definitions and a list of acronyms are provided respectively at Article 3 and in Appendix A, List of Acronyms, to this Requirement.

Appendix B, End User License Agreement, to the Requirement contains the common license template to be used for all Satellite-Sensors and Constellation-Sensors.

2. Objective and Structure of the Document

The objective of this requirement is for the Government of Canada to acquire on an “as and when requested” basis the commercial satellite imagery, associated metadata and associated ancillary information for Satellite-Sensors and Constellation-Sensors in one of several Product Categories (Article 4, Product Categories) and according to one of several Priority Categories, and License Classes. The objective is to obtain satellite imagery Products from commercially available Product lists involving no customization by the Offeror.

Both historical data from satellite operator archives and new acquisitions may be ordered under the NMSO. All data ordered under the auspices of the NMSO will be delivered to the Designated Government Archive Centre either through the internet (FTP or SFTP) service or through mail for orders that are too large to be delivered as such (detailed in Article 8, Product Delivery). The physical media for delivery may take place optionally in a variety of possible forms as described in Article 8.2, Delivery Methods and File Format.

Each order under a Call-up will include a Product category and sensor mode, one of the Offeror-defined “Delivery Priorities,” and, if a new acquisition, one of the Offeror-defined “Tasking Priorities for New Acquisitions,” as specified in Article 7, Customer Support Services.

All ordered Products delivered must carry with them the metadata detailed in Article 5, Metadata Requirements. The Product Delivery Package and methods for delivery are specified in Article 8. In addition, each order may have a different scope for the sharing of data in the license structure described in Article 11, Licenses and detailed in Appendix B, End User License Agreement.

3. Definitions

For the purpose of the Requirement, the following definitions are used:

- a) **Archive** refers to satellite imagery in ‘on the ground’ permanent inventory for ready retrieval for sale. This is in contrast to temporary storage of satellite imagery onboard the satellite.

¹ Normally satellite imagery data products from commercial vendors are not ‘sold’ but are licensed for use by the client. The word ‘purchase’ is used to cover this concept.

- b) **Basic Product** is the first sensible image Product that is normally created by the Satellite Operator as the lowest level of commercial imagery data product. See Table 1.
- c) **Catalogue** refers to the Offeror's list of archived satellite imagery Products including browse images that can be accessed by customers "on-line" through the Internet.
- d) **Collection Window or Monitoring Product** refers to all imagery collected by a Satellite-Sensor or Constellation-Sensor during a designated range of dates.
- e) **Commercial Product List** refers to the current list of "off the shelf" Products that are offered by a Satellite Operating Agency (SOA) to customers who wish to purchase archive or new acquisition Products with specifications predefined by the Offeror. Commercial Products are by definition not customized by the Offeror.
- f) **Commercial Satellite Sensor Imagery Data Products** – are products that either are currently, or will be, widely available to the general earth observation remote sensing imagery data product international market for a wide variety of applications. Non-commercial products would include among others those that involve customization or research & development applications.
- g) **Constellation or Satellite Constellation** refers to a group of satellites working in concert under shared control with identical or non-identical (similar or compatible) sensors in different satellites.
- h) **Constellation-Sensor** is the combination of a constellation and a particular sensor providing remote sensing data.
- i) **Digital Elevation Model (DEM)** refers to data products that represent the elevation of terrains over a specified area. In this document, a DEM may be an Optional Product that can be offered by Offerors; in this case, the DEM must be derived from the satellite data Product(s) offered by the respective Offeror. A DEM may also refer to the data set used by Offerors for geometric corrections of the Products offered by the Offerors; in this case, there is no limitation to the source of the DEM.
- j) **Direct Downlink (or Download)** herein refers to the ability of the satellite to transmit the raw **data (telemetry) to fixed or movable ground stations for processing.**
- k) **Direct Tasking** refers to the ability of the satellite to receive tasking commands as the satellite enters the antenna receiving mask. Direct Tasking usually implies that an acquisition window has been granted on the satellite. While Direct Tasking also requires Direct Downlink, the reverse is not necessary.
- l) **Designated Government Archive** refers to the National Earth Observation Data Framework (NEODF) which is available to all Identified Users with respect to delivery under the NMSOs. The NEODF is planned to be replaced by the Earth Observation Data Management System (EODMS) in 2016. The Designated Government Archive is hosted in the CCMEQ, Natural Resources Canada (NRCan). The transition from NEODF to EODMS will be made transparent for the Offerors and Identified Users. The transition is expected to improve the image search function by Identified Users, whereas no impact is expected for the Offerors.
- m) **Designated Government Archive Centre** refers to the Designated Government Archive as well as the services associated with the Archive. Located at CCMEQ, the Designated Government Archive Centre ensures the preservation of all the Products purchased under the NMSOs.
- n) **Designated Government Catalogue** refers to the central catalogue of all data obtained through the NMSO process. This catalogue contains information allowing Identified Users to locate and choose data Products from the Designated Government Archive. The Designated Government Catalogue is coordinated through the Designated Government Archive Centre.
- o) **Designated Government FTP Sites** refer to the FTP Sites that are designated to electronically receive all Product Delivery Packages for the Designated Government Archive. Except for the order with one or more product packages larger than 5 gigabytes, all the products procured using the NMSOs must be delivered to one of these FTP Sites.
- p) **Designated Government Order Desk(s)** refers to order desk(s) listed by the Identified User as the official ordering centre for the Identified User's business with respect to delivery under the NMSOs.

Only the Department of National Defence has a Designated Government Order Desk at this moment; more such Desks may be set up by other Federal Departments when needed.

- q) **Geo-referenced Imagery** refers to the imagery that is tied to the ground locations through a map projection or coordinate system.
- r) **Identified User** means a person or entity identified in the Standing Offer.
- s) **Image** refers to a picture taken by a space borne remote sensing system, digitally or photographically.
- t) **Image bundles (BUNDLES)** include sets of images acquired over the same area either a) under different observational geometry conditions or b) from different sensors to support certain applications such as image sharpening and DEM extraction, for example.
- u) **License Class** is a set of restrictions limiting the Licensee's sharing of Products to a specified group of third party users, as applicable. See Article 11, Licenses, and Appendix B, End User License Agreement.
- v) **Metadata** refers to any data other than the imagery itself, which describes the information. It might include: geo-coding information, acquisition time, associated ground truth, sensor configuration, sensor geometry, satellite ephemeris, and other ancillary information which further describes the specific Product. Metadata may be implicitly part of header or Product structure, or may simply be an attached file supplied as part of the Product. Requirements are discussed in Article 5, Metadata Requirements.
- w) **Mode** - see "**Sensor Mode**"
- x) **Mosaic refers to a** single, contiguous imagery product resulting from stitching/putting together a series of images of the same area of interest with similar resolution and taken by similar sensors (spectral bands).
- y) **NATO Military Partners** includes the 28 member states of NATO as indicated in <http://www.nato.int/structur/countries.htm>.
- z) **NATO Partnership for Peace** includes the 22 signatory countries which are involved with supporting operations in which Canada participates. <http://www.nato.int/pfp/sig-cntr.htm>.
- aa) **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 a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.
- bb) **Optional Products** are additional Products (See Article 4. Product Categories) offered by the Offeror from its Commercial Product list and accepted by Canada for inclusion in the Standing Offer. Customized products or project work involving a technical proposal and negotiations are outside the scope of the NMSO.
- cc) **Order** refers to the request for satellite imagery or data through a Call-up to an NMSO by the Identified User. If multiple acquisitions are involved in a Call-up, the sum of all the acquisitions is considered an order. The same concept of Order is applied to discount pricing and surcharges.
- dd) **Orthorectified Imagery**, also referred to as ORTHO Product, is an imagery Product which has been transformed into a grid with North Up and sampled at constant 2-dimensional pixel spacing (approximately equal to the mean resolution of sensor). A DEM is used to correct for geometric distortions due to terrain height. A variety of map projections may be employed.
- ee) **Pressing Emergency** for a Government of Canada Department, Agency, or Crown Corporation means a situation where delay in a particular procurement would be endangering the public interest and specifically may involve:
 - i) actual or imminent life-threatening situation;
 - ii) disaster endangering quality of life or safety of Canadians;

- iii) disaster resulting in loss of life; or
- iv) disaster resulting in significant loss or damage to Crown Property.
- ff) **Product** means a satellite imagery data product and associated metadata. The term “Product” is restricted to what Offerors disclosed in their offers from their Commercial Product Lists.
- gg) **Product Category** refers to one of several Product designations for which Offerors provide their Products from their Commercial Product Lists. See Article 4, Product Categories.
- hh) **Product Delivery Package** refers to a compressed **Product** package to be delivered to the Designated Government Archive Centre. A Product Delivery Package is composed of one (1) product only i.e. one (1) image product from a single acquisition date, except for such Products which are composed of two or more images that share one metadata table (e.g. the stereo pair product).
- ii) **Quality Assurance** refers to procedures and reports, which verify that a Product meets the specifications of both the Satellite Operator Agency (SOA) and the Call-up order placed by the Identified User.
- jj) **Required Products** are Products that must be provided by the Offeror.
- kk) **Satellite Imagery Data Product** is a synonym for Product.
- ll) **Satellite-Sensor(s)** is the combination of a satellite and a particular sensor providing remote sensing data.
- mm) **Satellite Operator Agency (SOA)** is the legal entity responsible for the operation of a satellite system.
- nn) **Sensor Configurability** refers to the parameter ranges of the configurable elements of a Satellite-Sensor, including look-direction and incidence angle for all sensors and, beam mode and polarization for radar sensors.
- oo) **Sensor Mode, or Mode**, refers to mode of operation or arrangement (also configuration) of the Satellite-Sensor(s); in this solicitation, it also refers to the combination of bands and/or beam modes to constitute a Product.
- pp) **Standing Offer Authority** is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon making of a Call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.
- qq) **Technical Authority** refers to the representative of the Identified User for whom the Work will be carried out pursuant to a Call-up against the Standing Offer and is responsible for all the technical content of the Work under a resulting Contract.
- rr) **Traceability** relates to the genesis or heritage of the Product including what processing, radiometric corrections, geo-corrections, reformatting, and resampling have been applied in creating the Product generated. Certain parameters associated with traceability are normally provided in metadata; other information may be in the form of 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.

4. Product Categories

There are several categories of Products differing by processing level for which Canada has an interest at this time. Despite the fact that Commercial Products are often defined in terms of Levels {0, 1, 2, 3, and so on}, there are no commonly accepted definitions and Canada has therefore chosen to state its requirements by defining Products in terms of the Product Categories described in this Article. Two broad categories of products are defined: Required Product Categories and Optional Product Categories.

4.1 Required Product Categories

The Offeror must provide one or more Product(s) for each Product Category described in Table 1, Required Product Categories.

Table 1. Required Product Categories

Product Category	Description
Basic Products	<p>The Basic Product is the first sensible image Product created by the Satellite Operator.</p> <p>In the case of optical sensors, it is the lowest level available commercial Product created from raw downloaded data in a simple raster format.</p> <p>In the case of Synthetic Aperture Radar (SAR) sensors, it is the single-look complex Product in slant-range projection. Available systematic amplitude and phase corrections (for SAR) may be applied to the data provided that these are fully traceable.</p> <p>For each Satellite-Sensor and Constellation-Sensor offered, the Offeror must provide at least one Basic Product from its Commercial Product List that most closely matches the definition above. For example, it could be a simple geo-rectified/ geo-corrected level 1B Product if this is the lowest available commercial Product.</p>

4.2 Optional Product Categories

The Offeror may also provide Products for the Product Categories described in Table 2, Optional Product Categories. The provision of Products under the Optional Product Categories is not mandatory but encouraged, provided that the Product(s) are available in the Offeror's Commercial Product List, and the Offeror provides the required metadata as specified in Article 5.

Table 2 Optional Product Categories

Product Category	Description
Stereo pairs	Images for the same areas with different geometry for stereo analysis and DEM development
Other image bundles	For example, two images, one coarser resolution and another finer resolution, with the latter that can be used to sharpen the former
DEM	Digital elevation model derived from commercial satellite data offered
Mosaics	Offerors are encouraged to provide mosaics made of multi-scenes for an area; refers to Article 3 for definition.
Monitoring/Collection Window products	A specified number of images to be acquired over the same region in a specified date range and frequency, with cloud coverage meeting given specifications.
Ortho Products	The ORTHO Product is radiometrically calibrated and geo-referenced imagery in a map projection after terrain corrections using DEM data.
Other optional products	As per available in Offeror' commercial product list, e.g. flood map

5. Metadata Requirements

It is at the Offeror's discretion to package the metadata detailed below in a single file or multiple files, provided that files are zipped (compressed) together with other files associated with the Product Delivery Package (refer to Article 8 for more details).

Article 6, Image Quality Specifications, provides more detailed description for some of the information mandatory (M) or Desired (D) in Tables 3 and 3.1.

5.1 Metadata Required with Product Delivery

Table 3, Metadata Required with Product Delivery for Basic and optional products excluding mosaics products, lists the high priority metadata that must be provided for each Satellite-Sensor and Constellation-Sensor along with the product delivery by the Offeror.

Table 3. Metadata Required with Product Delivery

Properties	Requirement R= Required D=Desirable
Satellite or Constellation and Sensor name	R
Acquisition Time (UTC) (Start/Stop)	R
Image Corner Coordinates including upper left, lower left, upper right, lower right.	R
Spatial resolution / Pixel spacing	R
Spectral band(s) / Beam mode(s) and polarization ordered	R
Sensor viewing / incidence angles	R
Number of pixels/samples and number of lines	R
Data processing level	R
Additional data processing information, including: processing date, processor name and version, and other processing relevant information	D
Projection information, including: map projection, zone/meridians/latitudes, ellipsoid, datum, resampling kernel used and other relevant parameters	R
Data Format provided	R
Browse Image (Thumbnail): A reduced resolution Product normally associated with catalogue browse functions and supplied with the Product Delivery Package.	R
Text of the License in its entirety	R
License Class	R
Ordering information, including: <ul style="list-style-type: none"> • Supplier order number, • Client order number, Product id, 	D
For any Product involving orthorectification: indicate the name of the DEM used for terrain correction (Note: Identified Users have expressed a strong interest in having this information included in the Delivery Package for an ORTHO product. As some Offerors do not have this attribute programmed in their ORTHO-product processing systems, this property is made "Desirable" to encourage its provision in the Delivery Package in whichever way possible.	D

5.2 Metadata Required for Mosaic Products

If the Offeror offers Mosaic Product (refers to Article 3 for definition) as an Optional Product, the Offeror must provide the metadata specific to this product category as identified in Table 3.1, Metadata Required for Mosaic Product Delivery.

Table 3.1 Metadata Required for Mosaic Product Delivery

Properties	Requirement R=Required D=Desirable
Satellite or Constellation and Sensor name(s)	R
Time period for which the source images for the Mosaic are acquired	R
Image Corner Coordinates including upper left, lower left, upper right, lower right.	R
Spatial resolution / Pixel spacing	R
Spectral band(s) / Beam mode(s) and polarization ordered	R
Number of pixels/samples and number of lines	R
A document providing the cutlines (boundary of each image). A Shapefile is the preferred format	R
Number of images used to create the mosaic. For each image list: 1) image acquisition date/time; 2) Satellite ID; and 3) sensor ID.	D
An attribute table associated with the cutlines document that must contain the following properties for each source image used in the Mosaic: <ul style="list-style-type: none"> • The date of imagery; • The sensor name; • The id # of the source image. <p>It is desirable that the attribute table also contain the following property:</p> <p>Sensor viewing / incidence angles</p>	R
A set of metadata files, each containing the metadata properties as listed in Table 3 above, for a source image used in the Mosaic Product.	D
Data processing level	R
Additional data processing information, including: processing date, processor name and version, and other processing relevant information	D
Projection information, including: Map projection, zone/meridians/latitudes, ellipsoid, datum and resampling kernel used, and other relevant parameters	R
Data format provided	R
Browse Image (Thumbnail): A reduced resolution Product normally associated with catalogue browse functions and supplied with the Product Delivery Package.	R
Text of the License in its entirety	R
License Class.	R
Ordering information, including: <ul style="list-style-type: none"> • Supplier order number, • Client order number, • Product id, 	D
For any Product involving orthorectification: indicate the name of the DEM used for terrain correction	R

5.3 Metadata Desirable for All Product Delivery

Other metadata properties that are desirable for product delivery are summarized in Table 4. If these data are not provided with product delivery, Offeror will provide Identified Users with directions for access to this information.

Table 4. Metadata Desirable for Products Offered

Metadata Property (Dynamic and Static) Desirable	Reference Document (or equivalent) If not provided with Product Delivery	Location in Reference Document (Page, Section, Paragraph, line)
Additional information about processing history	<i>Example: Product Specification of Bugspace</i>	<i>Example: Page 14, §4.3, line 10</i>
Information about image radiometric accuracies		
Information about image geometric accuracies		
For any Product involving orthorectification: specify the DEM used for terrain correction (specify the reference if not shipped with Product)		
For optical data: Sun azimuth and elevation angles for image centre		
For SAR data: Maximum and minimum of Incidence angle		

6. Image Quality Specifications

All Products must adhere to, or exceed, the full format and quality specifications included in Annex E, Satellite Product and Service Information. This Article provides a description of the image quality specifications required in Annex E, Satellite Product and Service Information.

The Satellite Product and Service Information provided by the Offeror must indicate the radiometric and geometric accuracy of their Products through a quality specification. As indicated in Table 3, Metadata Required for Product Delivery, the Quality specifications must also include information for traceability of Products for each Satellite-Sensor and Constellation-Sensor for radiometric and geometric properties. Satellite ephemeris data and additional information describing the quality of the Products are desirable (as shown in Table 4, Metadata Desirable for Product Delivery). Note that for some Identified Users, this information may be essential and so might limit the range of sensors for consideration; for others, this requirement may be less important. Certification under such programs as those offered by the International Standards Organization (ISO) is not required. The Offeror should follow the procedures in the provided documentation showing the radiometric, atmospheric, and geo-coding models being used in their process.

Any updates to processing and procedures occurring during the course of the NMSO must be provided in writing, preferably, by email, to the Standing Offer Authority as indicated in Article 7.2, Required Service RS 11. In order to have consistency in the evaluation of imagery, it is important that the Offeror provide notice of changes at least one calendar month ahead of the planned update. An example might be a change of a set of Radiometric Polynomial Coefficients (RPC) for a Product.

6.1 Radiometrics

Each Product that the Offeror provides must include information for traceability and implicit calibration to physical units: spectral radiance [2] in units of $W\ sr^{-1}m^{-2}\ nm^{-1}$ for optical sensors, radar brightness [1] in units of dB for SAR sensors, and brightness temperature in units of K for microwave radiometers. For optical sensors (E-O IR and MSI), radiometric traceability should be to spectral reflectivity.

Noise estimates are essential calibration quantities to characterize the radiometric limitations of the data. These are most appropriately provided in term of noise-equivalent properties: β_{NE} noise-equivalent radar brightness, noise-equivalent reflectance or temperature. The Offeror should provide, if available, information sufficient to enable computation or direct provision of this information.

6.2 Geometrics

The spatial coordinates for every pixel must be recoverable from every imagery Product that is provided by the Offeror. For Basic Products, this will depend on knowledge of the sensor model, and orbit model. For higher-level Products, this information is normally already implicitly included in the Product definition through the metadata. The Offeror must provide the required metadata and supporting documentation with the Product delivery to enable the computation of the spatial coordinates. The Offeror should also provide accuracy estimates of the associated parameters.

Products provided through the NMSO must adhere to or exceed the quality specification provided by the Offeror, as included in Annex E, Satellite Product and Service Information.

6.3 Cloud Cover Limits

An order under a Call-up may carry with it a specification of maximum Cloud Cover. For optical sensors, the Offeror must provide Cloud Cover Limits which are associated with their Commercial Product List, and must indicate how those Cloud Cover Limits percentages are derived.

The Product delivery should meet the Cloud Cover Limit requirement specified in the Call-up. In the case that the Product does not meet the requirement as specified in the Call-up, but is acceptable to the Technical Authority, the Product must be invoiced at the price for the appropriate 'Cloud Cover Limit' in the Basis of Payment of the NMSO.

6.4 National Imagery Interpretability Rating Scale (NIIRS) Specification

When the Product derived from the Satellite-Sensor or Constellation-Sensor has been rated under the NIIRS specification, this information should be provided as a supplement to the Product Specification provided in the standing offer.

7. Customer Support Services

7.1 Time-sensitive Services, Priority Categories and Timelines

Tables 5 and 6 show the variety of services involved in the ordering and delivery of an order, for a new acquisition and an archived data acquisition, respectively. The time requirements for these services depend on the Identified User's needs and are prioritized in several categories accordingly. The tables also provide an estimate of the service timelines typically required by Identified Users with respect to different priority categories. To facilitate the understanding of the user's needs with regard to priority, below are some examples of the Identified User's requirements. The high priority categories are Operational and Rush/Emergency. The low priority categories are Background and Standard.

- New collect. Require high priority tasking and high priority delivery (important image of a specific time, must be delivered quickly);
- New Collect. Require high priority tasking and low priority delivery (we want the image at a specific time, but it is not needed right away);

- New Collect. Require low priority tasking and high priority delivery (monitoring activity in an area on ad hoc basis, but the report of that activity needs to come out rapidly);
- New Collect. Require low priority tasking and low priority delivery (we want the image, but rapidity is not essential);
- Archived Data. Low priority (the image is not required for another 2-3 weeks);
- Archived Data. High priority (the imagery is needed rapidly to perform change detection following a natural disaster).

The Offeror must perform the required time-sensitive services for New Acquisition and Archived Data indicated in Annex E, Satellite Product and Service Information, Table 5, New Acquisition Services, Priority Categories and Estimated Timelines and Table 6, Archived Data Order Services, Priority Categories Estimated Timelines. The timelines provided by the Offeror for the Priority Categories should most closely match the estimates indicated in Tables 5 and 6 below.

The following are required services (RS):

- RS1. The Offeror must provide at least two (2) service priority categories;
- RS2. For at least two service priority categories, the Offeror must explicitly specify the required average service timelines (marked as "R" in Tables 5 and 6);
- RS3. Deleted
- RS4. The Offeror must respond to the Identified Users with confirmation of a quotation (according to the NMSO) within one (1) business day;
- RS5. The Offeror must respond to Identified Users with confirmation of order delivery capability within two (2) business days;
- RS6. The Offeror must acknowledge the receipt of a Call-up to the Identified Users within three (3) business days after a Call-up is issued;
- RS7. The Offeror must allow the Identified Users to change an order within the time limits that the Offeror specified in Templates 4.1 and 4.2;
- RS8. The Offer must allow the Identified Users to cancel an order within the time limits that the Offeror specified in Templates 4.1 and 4.2.

The following are desirable services (DS):

- DS1. It is desirable that the Offeror provide more than two (2) service priority categories for orders, especially for new acquisition orders;
- DS2. It is desirable that the Offeror specify the timelines for the additional service priority categories offered (refers to RS2);
- DS3. It is desirable that the Offeror provide the services marked as "D" (desirable) in Tables 5 and 6 for orders at the Rush priority category or its equivalent, with explicitly specified average service timelines;
- DS4. It is desirable that the Offeror provide the services that are marked as "D" (desirable) in Tables 5 and 6 for orders at all the priority categories;
- DS5. It is desirable that the Offeror specify average timelines required to produce and deliver all the Optional Products offered and adhere to the timelines for service;
- DS6. It is desirable that the Offeror respond to all requests for customer support from the Identified User within one (1) business day;
- DS7. In case of scheduling conflict for new acquisitions, it is desirable that all requests have a mean time to resolve (MTTR) of less than three (3) working days from call-up issue time.

If Optional Products are provided, it is desirable that the Offeror provide the average lead times to deliver each Product under different priority categories in a similar format to Table 6.

Table 5. New Acquisition Services, Priority Categories and Estimated Timelines

Time-sensitive service	Tasking / Delivery	Required/ Desirable	Background	Standard	Operational	Rush/ Emergency
Offeror Order Desk Accessibility (hours per day /days of week)	T + D	R	8/5	8/5	24/7	24/7
Lead time to plan After Receipt of Order (ARO) (consider satellite programming and uplink time)	T	R	<7 days	<1 day	<12 hrs	<6 hrs
Time to respond to the Identified Users with confirmation of pricing upon Client's request	T + D	R	<2days	<1 day	<12 hrs	<4 hrs
Time to respond to the Identified Users with confirmation of the feasibility of acquisition and time of acquisition upon Client's request	T	R	<3days	<2 day	<1 day	<6 hrs
Time to acknowledge the receipt of a Call-up to the Identified User after it is issued	T + D	R	<3days	<2 day	1 day	<4hrs
Mean time to resolve (MTTR) a scheduling conflict	T	R	<3days	<2 day	1 day	<6 hrs
Advance notice to the Identified Users before imaging window	T	D	<5 days	<1 day	<12 hrs	<6 hrs
Time to notify the Identified Users after a successful acquisition	T	D	≤ 3 days	≤ 1 day	≤ 12 hr	≤ 2 hr
Time to reschedule an acquisition after a failed acquisition	T	R	<7 days	<1 day	<12 hrs	<6 hrs
Lead time for the Identified Users to change a new acquisition (e.g. priority categories, technical specifications), after an order is issued	T	R	<5 days	<3 days	12-24 hr	≤ 4 hr
Lead time for the Identified Users to cancel a tasking request, after an order is issued	T	R	≤ 3 day	≤ 1 day	≤ 6 hr	≤ 6 hr
Time required to process and deliver a new acquisition order after downlink – for Required Basic Products	D	R	≤ 10 days	1-3 days	≤ 6 hr	≤ 2 hr
Overall time to deliver a new acquisition order - - for Required Basic Products	T + D	D	≤ 16 days	2-4 days	≤ 12 hr	≤ 12 hr

Table 6. Archived Data Order Services, Priority Categories Estimated Timelines

Time-sensitive Service	Required/ Desirable	Background	Standard	Operational	Rush
Offeror Order Desk Accessibility (hours per day /days of week)	R	8/5	8/5	24/7	24/7
Time to respond with confirmation for pricing upon the Identified User's request	R	<2 day	<1 day	<12 hrs	<4 hrs
Time to respond with confirmation of data availability upon the Identified User's request	R	<3 days	<2 day	<1 day	<6 hrs
Time to acknowledge the receipt of a Call-up to the Identified User after it is issued	R	<3 day	<2 day	<1 day	<4hrs
Lead time for the Identified Users to change an order, after the order is issued	R	≥ 3 days	<3 days	12-24 hr	≤ 4 hr
Lead time for the Identified Users to cancel an order, after the order is issued	R	≤ 1 day	≤ 1 day	≤ 6 hr	≤ 6 hr
Time required to deliver an archived data order – for Required Basic Products	R	≤ 10 days	1-3 days	≤ 6 hr	≤ 2 hr

7.2 Non-time-sensitive Customer Support Services

Other than the time-sensitive services as addressed above, the Offeror must provide the following services:

- RS9. To facilitate ordering, the Offeror must provide Web-based services for Identified Users to search its data catalogue;
- RS10. The Offeror must inform the Identified User before placing an order if the Product requested is a duplicate of an order already placed but not yet delivered to the Designated Government Archive Centre;
- RS11. The Offeror must deliver the ordered Product as specified in Article 8, Product Delivery;
- RS12. In the event that there are conflicting scheduling requirements for new acquisitions submitted to an Offeror through different NMSO Call-Ups or from those of clients outside the context of the NMSOs, the normal resolution practices must apply, namely by priority, and if the same priority, by time of ordering;
- RS13. Deleted.
- RS14. The Offeror must provide customer support services in English.

The following are non-time-sensitive services that are desirable:

- DS8. It is desirable that the Offeror make data from the Satellite-Sensors or Constellation-Sensors no longer operational available for Identified Users to search and order;
- DS9. It is desirable that the Offeror provide interactive Web-based services for Identified Users to search and view the availability of catalogued images over a map;
- DS10. It is desirable that the Offeror provide Web-based services to allow Identified Users to identify new acquisitions that are in the process of tasking or processing;

DS11. It is desirable that the Offeror conduct background collections (as explained below) for areas of interest to Identified Users on a voluntary basis, in response to the request(s) for background data collection as communicated in the annual Notice of Refresh for the NMSOs. Identified Users may face a situation in which they are interested in acquiring data for certain areas but the availability of funds is uncertain. The request(s) by any and all Identified Users to conduct background data collection will be communicated in the annual Notice of Refresh described in the NMSO. Once funding becomes available, the Identified User may issue a Call-up to procure the data from the Offeror's archive at archived prices. Since the funding is uncertain, the subsequent procurement is not guaranteed even if the background data has been collected by the Offeror. It is at the discretion of the Offeror to determine if it will use the spare capacity of a satellite sensor to accommodate the request(s) for background data collection.

DS12. It is desirable that the Offeror provide the service option of withholding information about new acquisitions of imagery outside Canada from the Offeror's public catalogue. In some rare cases, there may be a requirement to withhold information from the Offeror's public catalogue of new acquisitions of imagery outside Canada by the Identified User. Where this requirement is necessary and available, the Identified User will specify the hold back period on the NMSO Call-up.

DS13. It is desirable that the Offeror allow Identified Users to separate their choice for Tasking Priority Category versus their choice for Delivery Priority Category for New Acquisition orders;

DS14. It is desirable that the Offeror advise the Standing Offer Authority and the Designated Government Archive Centre of any major changes to the operational status of the Satellite-Sensor(s) or Constellation-Sensor(s), or the processing procedures of the Products, that may have significant impacts on the availability or quality of the Products and/or services offered, within one week (7 days) of its occurrence.

8. Product Delivery

8.1 Product Delivery Package

Each Product must be delivered in a Product Delivery Package (see definitions in Article 3). An order often requires the delivery of one (1) to many Product Delivery Packages depending on the number of images ordered, and the type of the product.

Table 7, Contents of a Product Delivery Package, provides a summary of the contents for a Product Delivery Package.

Table 7. Contents of a Product Delivery Package

Item	Content	Required/Desirable
Imagery	The Image data product, ordered as per Call-up, with unique ID for each image	Required
Metadata	Metadata describing the imagery	Required
	Browse Image	
	End User License Agreement (text)	
	License Class and License Scope Level as per Call-up	
	Ordering information	Desirable
Meta data for additional description of the imagery		

Additional information	Any associated processing files and documentations to help the user to understand the Product quality and facilitate data use.	Desirable
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8.2 Delivery Methods and File Formats

Any Product procured under the NMSOs must be delivered to the Designated Government Archive via FTP or SFTP, or delivered to the Designated Government Archive Centre via the shipment of Mass Storage Device if the data volume of the Product warrants so.

Addresses for product delivery are specified in Table 8, Summary of Product Delivery Methods and Addresses. The Offeror must not deliver Products to the Identified User from the Offeror's FTP, SFTP, or http site.

The specific methods of product delivery and the associated data formats are specified below:

- a) There are three (3) methods for product delivery, as summarized in Table 8, Summary of Product Delivery Methods and Addresses.
- b) The Offeror must use Method 1 for product delivery unless the size of the Delivery Product Packages requires delivery by Method 2, or unless the Identified User requests delivery by DVD then Method 3 must be used.
- c) Regardless of the delivery method, the Offeror must package all files for the same Product in a separate directory (folder) unique to the Product; when multiple Products are delivered on the same media, the Product Delivery Package must have separate directory structures.
- d) The primary data format for the image Product is GEOTIFF. The Offerors who can offer Products in a variety of format specifications are encouraged to provide these as options in the ordering annex specific to the Satellite-Sensor or Constellation-Sensor. Examples of such formats include JPEG2000, NITF 2.1, the Sensor Independent Complex Data (SICD) and the Sensor Independent Derived Data (SIDD) delivered in a NITF 2.1 or GEOTIFF wrapper, netCDF and HDF.
- e) The Offerors should use the suggested file naming/numbering convention, as specified in Appendix C, Suggested File Naming/Numbering Convention for Product Delivery Package, for each Product Delivery Package.
- f) In the case of electronic delivery to the Designated Government FTP/SFTP Site(s), each Product Delivery Package folder must be compressed (ZIP; lossless data compression) and delivered compressed in a single file. A unique order may have one (1) to many Product Delivery Packages, hence one to many ZIP files. The Designated Government Archive Centre requires the ZIP files to be compatible with WinZip® version 4.5 or later.
- g) In the case of massive order (i.e. with one or more Product Delivery Packages larger than 5 gigabytes after compression), or when specified in the Call-up, the Product Delivery Package(s) can be copied on a mass media device (hard disk or USB key) and sent to the Identified User and the Designated Government Archive Centre, respectively. The Product Delivery Package(s) can be delivered uncompressed in this case, though each Product Delivery Package must have its own directory (folder) at the root level of the media.
- h) In the case of CD/DVD delivery as per Call-up request, the product must be sent to the Identified User by CD/DVD, and meanwhile compressed Product Delivery Package(s) must be sent to Designated Government FTP/SFTP Site(s) electronically.
- i) In every case, only one delivery Method should be used for product delivery.
- j) In every case, the Offeror must notify, by email, both *the Identified User AND the Designated Government Archive*, of the product delivery, using the template provided in Appendix D, E-mail Notification Requirements.
- k) In every case, the file and folder name part of the Product Delivery Package must not use special characters or spaces. Only letters, numbers, underline “_”, hyphen “-”, and period “.” are allowed.
- l) In the case of electronic delivery to the Designated Government FTP/SFTP Site(s), the Product Delivery Package must be delivered in the directory following the delivery path convention as described in Appendix E, Designated Government FTP/SFTP directory path to deliver Product Delivery Package.

Table 8. Summary of Product Delivery Methods and Addresses

Method No.	Delivery Method	Methods and Addresses for Delivery
1	NEODF via FTP / SFTP	<p>Product Delivery: The Offeror must deliver the Product to the Designated Government FTP/SFTP Site (for retrieval by the Technical Authority): Primary: ftp://neodf.orion.on.ca OR ftp://neodf.orano.ca Secondary:</p> <ul style="list-style-type: none"> • ftp://ftp.neodf.nrcan.gc.ca or • ftp://sftp.neodf.nrcan.gc.ca, when mandated by national laws or licensing conditions, the Offeror will be given access to the Secure FTP site <p>Email notification: The Offeror must notify of the precise address of delivery and product filename(s) , through email,</p> <ol style="list-style-type: none"> 1) The Designated Government Archive Centre: neodf-delivery@nrcan.gc.ca <p>AND</p> <ol style="list-style-type: none"> 2) Technical Authority, as per email address in Call-up <p>AND</p> <ol style="list-style-type: none"> 3) The Designated Government Order Desk IF Call-ups are made by the Order Desk: (currently DND.Satellite.Imagery.Order.Desk- Commande.dimages.satellites@forces.gc.ca only)
2	Mass Storage Device	<p>Product Delivery: For a large order (i.e. file size larger than 5 gigabytes), the Product must be delivered via Mass Storage Device to:</p> <ol style="list-style-type: none"> 1) The Designated Government Archive Centre: Robert Landry Natural Resource Canada Canada Centre for Mapping and Earth Observation 560 Rochester Street, room 6-C4 Ottawa, Ontario CANADA K1A 0E4 <p>AND</p> <ol style="list-style-type: none"> 2) Technical Authority, as per mailing address in Call-up <p>Email notification: Same as for Delivery Method 1.</p>

3	NEODF via FTP/SFTP + DVD (+R/SL, - R/SL, +R/DL, - R/DL)	<p>Product Delivery: For Orders requesting a DVD delivery, the Product must be delivered both to:</p> <ol style="list-style-type: none"> 1) NEODF via FTP / SFTP using Method 1, <p style="text-align: center;">AND</p> <ol style="list-style-type: none"> 2) Technical Authority via DVD as per mailing address in Call-up <p>Email notification: Same as for Delivery Method 1.</p>
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8.3 Direct Downlink

In cases of Direct Downlink and processing at ground stations controlled by Canada, the delivery of the product package to the NEODF and notification emails as specified at section 8.2, Delivery Methods and File Formats, becomes the responsibility of the ground station operator.

9. Acceptance of Imagery Products

The Identified User's Technical Authority will have thirty (30) days, after receiving the delivery notification, to inspect the delivered Product for acceptance, in accordance with the specifications in the Call-up. If a Product is found not matching the respective specifications, the Offeror must re-deliver the Product accordingly.

10. Canada's Responsibilities

10.1 Responsibilities of the Designated Government Archive Centre

- a) Providing the names, telephone and fax numbers, and e-mail addresses of personnel from Designated Government Archive Centre to the Offeror, and updating this information, as required to accommodate the provisions of Article 7, Customer Support Services, and Article 8, Product Delivery;
- b) Providing passwords and other necessary interface information for the Designated Government FTP/SFTP Sites for product delivery;
- c) Maintaining the Designated Government FTP/SFTP Sites continuously for product delivery; and
- d) Informing the Offerors, the Identified Users, the Designated Government Order Desk(s) and the Standing Offer Authority of any changes to the Designated Government Archive and/or the Designated Government FTP/SFTP Sites that are relevant to their functions in the NMSO implementation.

11. Licenses

Appendix B, End User License Agreement, is the End User License Agreement (EULA) for any Products procured under the National Master Standing Offers for Commercial Satellite Imagery. The Offeror must issue the Identified User EULAs for each product delivered according to the predefined EULA, License Classes.

Twelve (12) possible License Classes to be used with EULA are provided in Table A of Appendix B, End User License Agreement. For all the License Classes other than Classes 0 and 11, the License Scope for the Licensee's sharing of Products is defined at two levels:

- (A) The project level, at which a License Class allows Identified User to share the data with the Designated Sharing Entities only on a project basis.
- (B) The broad level, at which a License Class allows Identified Users to share the data with ALL users of the Designated Sharing Entities.

The Base/Class 0 License Class is required as part of every Offer. This License Class is the common license for use for all Federal Government Departments, Agencies and Crown Corporations.

Higher license classes are not required as part of every Offer, however a higher license class(es) may be a requirement of the Work for the Technical Authority of an Identified User pursuant to a Call-up, and thus limit the Offeror to potential work available. The License Classes 5 through 9 are cumulative, with the lower numbered License Class(es) (5 to 8) being included in the higher numbered License Class (6 to 9). For example, License Class 9 would include License Classes 5 through 8.

11.1 Federal Government Data Usage Rights and License Requirements

The intent is that a license may be upgraded to another License Class at any time after the Products have been delivered to account for changing Identified Users' requirements. The upgrade may be initiated by a different Identified User. The Offeror must provide this service as a special provision under the NMSO.

Appendix A to Annex A - List of Acronyms

Acronym	Definition
ARO	After Receipt of Order
AUS	Australia
β°	Radar Brightness (See reference [1])
CCMEO	Canada Centre for Mapping and Earth Observation, a branch of NRCan
CD	Compact Disk
CSI	Commercial Satellite Imagery
CUF	Catalogue Update File
DEM	Digital Elevation Model
DLR	German Aerospace Centre (See http://www.dlr.de/en/)
DMC	Disaster Management Constellation (See http://www.dmcii.com/)
DND	Department of National Defence (See http://www.forces.gc.ca/site/index.html)
DVD	Digital Video Disk
E-O	Electro-Optical Imagers
EODMS	Earth Observation Data Management System
ESA	European Space Agency (See http://www.esa.int/esaCP/index.html)
ETZ	Eastern Time Zone
EULA	End User License Agreement
FTP	File Transfer Protocol (See http://www.webopedia.com/TERM/F/FTP.html)
SFTP	Secured File Transfer Protocol
GCP	Ground Control Point
GeoTIFF	Geostationary Earth Orbit Tagged Image File Format (See http://www.remotesensing.org/geotiff/spec/geotiffhome.html and http://www.remotesensing.org/geotiff/geotiff.html)
ICD	Interface Control Document
IFOV	Instantaneous Field Of View
IR	Infrared Imager
IRF	Impulse Response Function
ISO	International Standards Organisation (See http://www.iso.org/iso/en/ISOOnline.frontpage)
ISRO	Indian Space Research Organisation (See http://www.isro.org/)
JAXA	Japan Aerospace Exploration Agency (See http://www.jaxa.jp/index_e.html)
JPEG2000	Joint Photographic Experts Group 2000 (image format)
K	Degree Kelvin (unit of absolute temperature)
Lat/Long	Geographic coordinates (latitude and longitude)
LCC	Lambert Conformal Conic Projection. (See http://www.warnercnr.colostate.edu/class_info/nr502/lq2/projection_descriptions/lambert.html)
m	Metre (unit of distance)
MS	Microsoft
MSI	Multi-Spectral Imager
MTM	Modified Transverse Mercator (See http://maps.nrcan.gc.ca/topo101/utm2_e.php)
MTTR	Mean Time To Resolve
N/A	Not applicable
NATO	North Atlantic Treaty Organization. (See http://www.nato.int/)
NEODF	National Earth Observation Data Framework
NIIRS	National Imagery Interpretability Rating Scale (See http://www.fas.org/irp/imint/niirs.htm)
NITF	National Image Transmission Format (See http://www.gwg.nga.mil/ntb/baseline/format.html)
nm	Nanometre (10^{-9} m)
NMSO	National Master Standing Offer
NRCan	Natural Resources Canada (See http://www.nrcan-rncan.gc.ca/inter/index.html)
OXFAM	Oxford Committee for Famine Relief (See http://www.oxfam.org/)
PHAC	Public Health Agency of Canada (See http://www.phac-aspc.gc.ca/new_e.html)
PWGSC	Public Works and Government Services Canada (See http://www.pwgsc.gc.ca/text/index-e.html)
R&D	Research and Development
RFSO	Request for Standing Offer
RPC	Radiometric Polynomial Coefficients
SAR	Synthetic Aperture Radar
SOA	Satellite Operating Agency
sr	Steradian (unit of solid angle)
SRTM	Shuttle Radar Topography Mission (See http://www2.jpl.nasa.gov/srtm/)
UK	United Kingdom (See http://www.number10.gov.uk/output/Page1.asp)
URL	Universal Resource Locator
USA	United States of America (See http://www.state.gov/)
UTC	Universal Time Coordinated
UTM	Universal Transverse Mercator. (See http://maps.nrcan.gc.ca/topo101/utm2_e.php)
W	Watts (unit of power)

Acronym	Definition
WWW	World Wide Web
ZIP	The WinZip® file format is a popular lossless data compression and archival format. (See http://en.wikipedia.org/wiki/ZIP_(file_format))

APPENDIX B TO ANNEX A- END USER LICENSE AGREEMENT
TEMPLATE FOR END USER LICENSE AGREEMENT (EULA)
FOR COMMERCIAL SATELLITE IMAGERY ACQUIRED BY THE GOVERNMENT OF CANADA

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 set of twelve (0 to 9, 11 and 12) License Classes is set out 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 particular National Master Standing Offers (NMSOs).

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 any government department, agency or Crown Corporation listed in Schedules I, II, III, of the *Financial Administration Act*, R.S.C. 1985, c. F-11, <http://laws.justice.gc.ca/en/F-11/index.html>. Identified Users are authorized to make Call-ups against the Standing Offer through their designated Technical Authority.

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 any Identified User.

License Class: means the class of entities as set out in Table A of 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 must include a copy of this License Agreement either embedded or as an attached file.

National Master Standing Offer (NMSO): means standing offer # _____ entitled _____ under which the products associated with this license have been purchased.

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 NMSO or to be created (namely acquired) or developed by the Satellite Operating Agency as part of the Work under the NMSO and in which copyright subsists.

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

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 NMSO.

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 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 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 share with the entities named in the License Class the Product or copies of the Product without restriction except for the requirement to provide copyright notice with the Product or copies of the 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 the 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 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 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 License Class 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 B7.0;
- 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 B7.0, and
- b. Unlimited dissemination of irreversibly compressed files, such as .jpg, posted on Internet websites provided that the quality of the data available for download is a color composite without associated geospatial information and spatial resolutions are 20 m or coarser. Such images must 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 LICENSE CLASSES

The scope for the Licensee's sharing of Products is defined at two levels:

- Level A** The project level, at which a License Class allows Identified User to share the data with the Designated Sharing Entities only on a project basis.
- Level B.** The broad level, at which a License Class allows Identified Users to share the data with ALL users of the Designated Sharing Entities; and

In any case, the following rules apply to data sharing under these License Classes:

- The Sharing Entity use the Product for the public good and not for revenues;
- Only the Licensee is allowed to share the Product with the sharing Entities as specified in Table A, License Class Designations.

Each Product (Product, Derived Product, Other Derived Product, Information Product) will be assigned a particular License Class which is subject to Article B14.0, Public Good, and may be upgraded as described in Article 13.0, License Class Upgrade.

The numbering of the License Classes is not indicative of the lower numbered License Classes being automatically included in the higher numbered License Classes. For instance, Class 2 applies only to Entities listed in Base/Class 0 and Provincial / Territorial Governments in Canada, rather than containing all the Entities in Base, Class 1 and Class 2; Class 3 includes all the Canadian Governments, thus the Entities include all the Entities in Class 2 plus Local Governments.

Classes 5 through 9 are cumulative, with the lower numbered License Class(es) (5 to 8) being included in the higher numbered License Class (6 to 9). For example, License Class 9 would include License Classes 5-8.

Any Product provided to the Licensee under the Public Good License Class which includes imagery of territory limited to the EEZ (Exclusive Economic Zone) of Canada may be distributed to any third party entity by Canada as the Product, Derived Products, Other Products or Information Products at resolutions or reduced resolutions. All such third party entities are bound to acknowledge the Licensor as the source of the original data in all commercial information products derived from the Product, Derived Product, or Other Derived Product so provided. The Intellectual Property remains to the Licensor.

Table A. License Class Designations

<i>License Class</i>	<i>Included Entities</i>
Base/Class 0	Canadian Government Departments, Agencies, and Crown Corporations
Class 1 (A, B)	Base + Canadian Academic Research community affiliated with a recognized University or College
Class 2 (A, B)	Base + Provincial and Territorial Governments in Canada
Class 3 (A, B)	Class 2 + Local (Municipal, Aboriginal People - First Nations, Inuit, Metis or Tribal Councils) Governments in Canada. Local Governments would include two cities with over 500,000 in population and up to 20 municipalities with less than 500,000 in population
Class 4 (A, B)	Base + Local Governments (Municipal, Aboriginal People - First Nations, Inuit, Metis or Tribal Councils) in Canada. Local Governments would include two cities with over 500,000 in population and up to 20 municipalities with less than 500,000 in population
Class 5 (A, B)	Civilian Departments of the Government of Canada and their international counterparts as per their mandates. (Example: Canadian Ice Service and US National Ice Center and International Ice Patrol under the North American Ice Service [NAIS])
Class 6 (A, B)	Base + USA Government Agencies (Military and Civilian) e.g. US Department of Defense
Class 7 (A, B)	Base + Military Partners (USA, UK, AUS, New Zealand)
Class 8 (A, B)	Base + Military Partners (USA, UK, AUS, New Zealand) + 26 NATO Member Countries (See http://www.nato.int/pfp/eapc-cnt.htm .)
Class 9 (A, B)	Base + Military Partners (USA, UK, AUS, New Zealand) + 26 NATO Member Countries (See http://www.nato.int/pfp/eapc-cnt.htm .) + any of 23 NATO Partners for Peace (See http://www.nato.int/pfp/sig-cntr.htm .)
Class 10	Note: Class 10 is replaced by Class 12 below
Class 11	Base + public at large (i.e. Public Good License Class)
Class 12 (A, B)	Base + Military and Defence related organizations of foreign countries with which Canada is involved in international duties (example: United Arab Emirates forces in Afghanistan). The list of foreign countries will vary depending on the operations involved. The list of countries will be provided to the Offeror for country list approval prior to sharing. An addendum to the license shall list the countries approved for sharing.

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 NMSO] even though the Products may be used in other jurisdictions.

B10.0 EXPORT CONTROLS

(clause may be included at time of issuance of the Standing Offer in accordance with Offeror's response to Part 6)

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 NMSO 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.

B12.0 LIMITATION ON LIABILITY

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will the liability, if any, of the Licensor for damages relating to the Product or otherwise arising out of, related to, or in any way connected with this License 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. In no event, will the Licensor be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, of any kind. The limitations contains in this Article are not made where prohibited by law.

B13.0 LICENSE CLASS UPGRADE

The Licensor will provide the requested License Class upgrades for any Product at the request of the Licensee within the duration of the NMSO Call-up contract.

B14.0 PUBLIC GOOD

(clause may be included at time of issuance of the Standing Offer in accordance with Offeror's response to Part 6)

APPENDIX C TO ANNEX A**Suggested File naming/numbering Convention for Product Delivery Package**

This appendix describes the Product file naming/numbering convention recommended for use in Delivery Package as described in Article 8.

File and folder name part of the Product Delivery Package must not use special characters or spaces. Only letters, underline “_”, hyphen “-” and comma “.” are allowed.

The file naming convention consists of four subfields separated by underscores and keys as follows:

SensorAbbr_SONSupplierOrderNumber_CONClientOrderNumber_COLNClientOrderLineNumber

Where:

SensorAbbr is the sensor abbreviation;

SupplierOrderNumber is the Offeror order number, starting with SON;

ClientOrderNumber is the Identified User requisition order number, starting with CON;

ClientOrderLineNumber is the Identified User order line/item number, starting with COLN

Note: all fields are upper case

Example: Delivery of Quickbird-2 imagery Product

SensorAbbr:	QB2
SupplierOrderNumber :	SKB978
ClientOrderNumber :	PACRE80012
ClientOrderLineNumber :	02
Product compressed (zip) file name:	
QB2_SONSKB978_CONPACRE80012_COLN02.zip	

Once unzipped, the folder <QB2_SONSKB978_CONPACRE80012_COLN02> is to contain the imagery files, metadata files, and other files in the Product Delivery Package as identified in Article 8.1.

APPENDIX D TO ANNEX A
Email Notification Requirements

This appendix describes the requirement content of the email notification to be sent to the Identified User and to the Designated Government Archive Centre after the Product Delivery Package is delivered as described in Article 8, Product Delivery.

The minimum requirement content is:

1. Vendor Name =
2. Satellite =
3. Sensor =
4. Delivery date =
5. NMSO Contract Number =
6. Supplier Order Number =
7. Client Order Number =
8. Client Email =
9. IP Address = <ftp://ftp.neodf.nrcan.gc.ca> (NOTE: The Offerer must always be providing this FTP address in the email notification to the client. This is the only one clients have access to. As described in Table 8, Summary of Product Delivery Methods and Addresses, the Offerers have access to other FTP addresses that clients do not have access.)
10. Directory Path = /dnd/ge1/ge1 (NOTE: the directory path used to deliver the Product Delivery Package – see Appendix E for details on the directory path to use for the delivery of Product Delivery Package)
11. Filename = GE1_GE1_SONPACGEO1039377_CONF5129-12-0505_COLN001.zip (name of the Product Delivery Package)
12. License class = X (where X refers to the license class the product has been purchased with. If multiple license classes have been purchased, they should be listed with comma as delimiter.)

APPENDIX E TO ANNEX A**Designated Government FTP/SFTP directory path to deliver Product Delivery Package**

The Offeror must use the Designated Government FTP directory structure to deliver the Product Delivery Package.

From the Offeror FTP/SFTP account, the delivery directory path is defined as follow:

/<dept>/<satellite>/<sensor>, where

- <dept> : correspond to the government department name of the Identified User (available on the Call-Up) as described in Table E.1,
- <satellite> is satellite name (to be defined at issuance of NMSO),
- <sensor> is sensor name (to be defined at issuance of NMSO),

Table E.1 Mapping of <dept> directory segment and the Government Department of the Identified User

<dept>	Department / Agency Name (English)	Department/Agency Name (french)
aafc	Agriculture and Agri-Food Canada	Agriculture et Agroalimentaire Canada
aandc	Aboriginal Affairs and Northern Development Canada	Affaires autochtones et du développement du Nord canadien
cfia	Canadian Food Inspection Agency	Agence canadienne d'inspection des aliments
cis	Canadian Ice Service	Service Canadien des glaces
cnscc	Canadian Nuclear Safety Commission	Commission canadienne de sûreté nucléaire
csa	Canadian Space Agency	Agence Spatiale Canadienne
csec	Communications Security Establishment Canada	Centre de la sécurité des télécommunications Canada
dfatd	Foreign Affairs, Trade and Development Canada	Affaires étrangères, Commerce et Développement Canada
dfo	Fisheries and Oceans Canada	Pêches et Océans Canada
dnd	Department of National Defence (including Defence Research and Development Canada)	Défense nationale
ec	Environment Canada	Environnement Canada
elections	Elections Canada	Élections Canada
hrscd	Human Resources and Skills Development Canada	Ressources humaines et Développement des compétences Canada
nrc	National Research Council	Conseil national de recherches Canada
nrcan	Natural Resources Canada	Ressources Naturelles Canada
pca	Parks Canada	Parcs Canada
phac	Public Health Agency of Canada	Agence de la santé publique du Canada
psc	Public Safety Canada (including Royal Canadian Mounted Police, Communications Security Establishment Canada, Correctional Service of Canada)	Sécurité publique Canada (Gendarmerie royale du Canada,, Centre de la sécurité des télécommunications Canada, Service correctionnel

<dept>	Department / Agency Name (English)	Department/Agency Name (french)
		Canada)
pwgsc	Public Works and Government Services Canada	Travaux publics et Services gouvernementaux Canada
sc	Service Canada	Service Canada
stc	Statistics Canada	Statistique Canada

**ANNEX B
BASIS OF PAYMENT**

(to be inserted at issuance of NMSO)

ANNEX "C"
UTILIZATION REPORT TEMPLATE

Report Submission Requirements

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.

The Offeror must provide this data in accordance with the Utilization Report Template and the reporting requirements detailed below. 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 electronically in excel format on a quarterly basis to the Standing Offer Authority no later than 20 calendar days after the end of the reporting period.

The Government of Canada Fiscal Year runs from April 1 through March 31st. The quarterly reporting periods are defined as follows:

- Q1 = 1st quarter: April 1 to June 30;
- Q2 = 2nd quarter: July 1 to September 30;
- Q3 = 3rd quarter: October 1 to December 31;
- Q4 = 4th quarter: January 1 to March 31.

An example Utilization Report is included in the template to demonstrate how data must be provided. In the example, the last report submitted was for reporting period 2014-2015 Q4 (Jan-Mar).

* A Call-up or Call-up amendment must be reported within the reporting period for which it is received, as per the issue date of the Call-up.

** The Call-up \$ value for a Call-up amendment is the \$ value increase or decrease to the Call-up it is amending.

*** New columns: The Offerors should provide the number of image products and cost per satellite for each call-up.

Standing Offer Number	Standing Offer Title	Offeror	Reporting Period (Insert applicable FY)	Reporting Period (Insert Quarter; i.e. Q1, Q2, Q3 or Q4)	Department /Agency	Phone Number of Technical Authority	Delivery Location (Province)	Call-up Number or Call-up Amendment Number *	Satellite Name***	Number of Image Products***	Call-up \$ Value for the Reporting Period (incl GST/HST)
xxxx-xxxxxx/ xxx/	Commercial Satellite Imagery products or data	Ace	2013-2014	Q3 (Oct-Dec)	Agriculture Canada	###-###-####	Ontario	xxxxxx-xxx	xxxxxx	#	\$8,000.00
xxxx-xxxxxx/ xxx/	Commercial Satellite Imagery products or data	Ace	2013-2014	Q4 (Jan-Mar)	NIL	NIL	NIL	NIL	xxxxxx	#	NIL
xxxx-xxxxxx/ xxx/	Commercial Satellite Imagery products or data	Ace	2014-2015	Q1 (Apr-June)	Environment Canada	###-###-####	Quebec	xxxxxx-xxxxxx	xxxxxx	#	\$5,000.00
xxxx-xxxxxx/ xxx/	Commercial Satellite Imagery products or data	Ace	2014-2015	Q2 (July-Sept)	Natural Resources Canada	###-###-####	Ontario	xxxxxx-xxx	xxxxxx	#	\$4,000.00
xxxx-xxxxxx/ xxx/	Commercial Satellite Imagery products or data	Ace	2014-2015	Q3 (Oct-Dec)	Natural Resources Canada	###-###-####	Nova Scotia	xxxxxx-xxx	xxxxxx	#	\$10,000.00
xxxx-xxxxxx/ xxx/	Commercial Satellite Imagery products or data	Ace	2014-2015	Q4 (Jan-Mar)	Natural Resources Canada	###-###-####	Nova Scotia	xxxxxx-xxx Amendment 001	xxxxxx	#	\$2,000.00 **
xxxx-xxxxxx/ xxx/	Commercial Satellite Imagery products or data	Ace	2014-2015	Q4 (Jan-Mar)	Environment Canada	###-###-####	Quebec	xxxxxx-xxxxxx Amendment 001	xxxxxx	#	(\$1,000.00) **
Cumulative \$ Value for all Call-ups and all Reporting Periods (incl GST/HST):											\$26,000.00

**ANNEX D
CALL-UP PROCEDURES AND INSTRUMENT**

The process for making Call-ups against the Standing Offer is as follows: *(a flowchart is provided further below)*

1. The Technical Authority will specify the technical requirement(s) of the commercial satellite imagery products or data needed.
2. The Technical Authority will search the Designated Government Catalogue to determine if the required data Product is available from the Designated Government Archive (DGA), and, if so, will obtain the product from the DGA. A request to be granted access to the Designated Government Catalogue and Archive system (NEODF) can be made to neodf-account@nrcan.gc.ca. The Technical Authority and/or the Identified User must have an active account to retrieve the Delivered Package(s). If the data Product is contained in the DGA with a License Class that does not cover the required use, the Technical Authority will contact the applicable Offeror to purchase an upgrade to the License.

The contact information to access the Designated Government Catalogue and Archive is:
Natural Resource Canada
Canada Centre for Mapping and Earth Observation
560 Rochester Street, room 6-C4
Ottawa, Ontario
CANADA K1A 0E4
Account request: neodf-account@nrcan.gc.ca
General inquiry: neodf@nrcan.gc.ca

3. If the required product is not available from the DGA, the Technical Authority will determine which Offeror(s) are capable of meeting the technical specifications of the requirement. In the event that only one Offeror is able to meet the technical specifications of the Call-up requirement, the Technical Authority must include a justification for the selected offeror on the procurement file.
4. The Technical Authority will estimate the total Call-up price for the sole or for each of the multiple Offerors based upon the Basis of Payment of the applicable Standing Offer for the specified technical requirement. In the case where more than one Offeror is capable and able of meeting the technical Call-up requirement, the Technical Authority will then rank those Offerors, starting with the lowest total Call-up price.
5. Before issuing a Call-up, the Identified User will contact the Offeror (see Standing Offer Article 4.4, Offeror's Representatives to:
 - a) confirm they are able to complete the Call-up requirement;
 - b) to validate the total Call-up price, and
 - c) to provide a validation period whereby the Offeror will confirm its willingness to meet the requirement.
6. Identified Users will be required to issue a Call-up to the Offeror based on best value ranking for services, on a right of first refusal basis. In the event that an order cannot be met by the Offeror with the best value ranking, the Identified User may issue its Call-up to the next ranked Offeror that is able to meet the entire requirement contained in a Call-up.

7. Issuance of Call-up to Selected Offeror

Once the Offeror has been selected, the Identified User will issue the Call-up to the Offeror in accordance with Article 8, Call-up Instrument below and will also specify the Technical Authority. The Contract is in effect once the Call-up has been issued.

(a) Electronic Order for Pressing Emergency

Under rare circumstances of Pressing Emergency (defined in Annex A, Article 3, Definitions), an order may be placed by telephone, website, facsimile, e-mail or Offeror's customized order forms as long as a "confirmation of order" Call-up is submitted to the Offeror no later than 14 calendar days following the submission of the original order.

(b) No Work to be Performed without a Transmitted Call-up

The Offeror must not undertake any of the specified work unless and until the Identified User issues a Call-up. See 7(a) above for exception.

(c) Call-up Form, not Offeror Order Form, to be used

The Offeror will not accept one of its own customized order forms in place of the Call-up form specified in Article 7, Call-up Instrument below. See 7 (a) above for exception.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer available at the following internet address: <https://buyandsell.gc.ca/procurement-resources#60>. The template in Appendix B to Annex D is provided as a guide for the Identified User(s) for the Call-up and may be attached to the form PWGSC-TPSGC 942.

The Call-up will also include the customized order form of the Offeror or, if applicable of the Distributor detailing ordering information available at the internet address found at Article 4, Authorities.

**APPENDIX B TO ANNEX D
Call-Up Requirement Guide**

Instruction to Identified User: Potential technical considerations and ordering requirements listed below are provided as a guide in the preparation of the Call-up Form PWGSC-TPSGC 942 and may be used as an attachment to the form.

PRODUCT DESCRIPTION:

Optical _____ SAR _____

Geographical Name of Area: *(Insert City, region)*

Area: *(Insert sq. km)*

New Acquisition:

When: *(Insert day, month, season, etc)* _____

Not collected before: *(Insert date)* _____

Not collected after: *(Insert date)* _____

Is snow acceptable? _____

Are leaves acceptable? _____

Percentage of cloud cover accepted above 20%: _____

Offeror's Archive:

(Insert product specification)

Not collected before: *(Insert date)* _____

Not collected after: *(Insert date)* _____

Is snow acceptable? _____

Are leaves acceptable? _____

Percentage of cloud cover accepted above 20%: _____

Product Category:

Basic: _____

Optional Products: _____

Other Products:

Stereo Pairs: _____

Image Bundles: _____

DEM: ____; Customer Supplied DEM: _____

Mosaics: _____

Other value-added products: _____

Sensor Mode:

Panchromatic: _____

Multispectral: _____

Panchromatic + Multispectral: _____

Pansharpened: _____

Stereo: _____

Other: _____

Minimum Required Resolution: _____

Delivery Date Imagery Products or Data Required: *(Insert date)*

Delivery Method: NEODF via FTP: ____
Mass Storage (for file size larger than 5 gigabytes): ____
NEODF via FTP + DVD: _____

Data Format: GEOTIFF: ____
Other: *(insert other format)*

Order Priorities:

Tasking Priorities: Background T: ____
Standard T: ____
Operational T: ____
Rush T: ____
Emergency T: _____

Delivery Priorities: Background D: ____
Standard D: ____
Operational D: ____
Rush D: ____
Emergency D: _____

Other:

License Class: _____

License Scope Level (A or B): _____

Public Catalogue Hold back: Yes: ____ No: ____

ANNEX E
SATELLITE PRODUCT AND SERVICE INFORMATION

(to be extracted from the Offeror's response to Attachment 1 to Part 3 and included in the resultant Standing Offer)

ANNEX F

FILE STRUCTURE SPECIFICATIONS AND COMMUNICATIONS INTERFACE

(to be extracted from the Offeror’s response to Part 6 and included in resultant Standing Offer)