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Buyer ID - Id de l'acheteur

hal305

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

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

Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;

Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

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

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

Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B, includes the instructions for the bid solicitation process within the scope of the SA;

6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, Contractor's Qualifications, Reporting Requirements, Insurance Requirements and Sample Bid Solicitation.

2. Summary

The Department of Fisheries and Oceans has a requirement to establish a Supply Arrangement for as-and-when-required services to conduct Airborne Bathymetric LIDAR surveys throughout Canada and deliver fully processed and verified hydrographic survey data which will be used to update CHS nautical charts.

The Canadian Hydrographic Service (CHS) is a division of the Science Branch of the Department of Fisheries and Oceans Canada. Under the Oceans Act, the Minister of Fisheries and Oceans has the authority to conduct hydrographic surveys and to produce and distribute nautical charts and other nautical publications within Canadian territorial waters. The CHS must adhere to rigorous, internationally-recognized standards and guidelines when conducting hydrographic surveys.

CHS seeks to implement an integrated multi-platform approach to Hydrographic surveying in Canada's navigable waters. This allows for the delivery of a flexible, affordable and sustainable hydrographic survey program to meet Canada's foreseeable hydrographic requirements. Airborne Light Detection and Ranging (LIDAR) Bathymetric surveys are part of this multi-platform approach.

The identified Users will utilize the Supply Arrangement for services to conduct Airborne Bathymetric Lidar Surveys requirements up to \$400,000.00 as set out in Part 6B - Bid Solicitation Process - General Procedures. Requirements exceeding the \$400,000.00 limitation must be sent to Public Works and Government Services Canada (PWGSC) office for processing.

It is PWGSC's intention to issue one (1) Regional Master Supply Arrangement that covers all of Canada. The Supply Arrangement will be accessed through one of the seven Canadian Hydrographic Service (CHS) offices: Pacific Region, Central and Arctic Region, Quebec Region, Atlantic Region, Newfoundland Region and National Capital Region.

The Supply Arrangement will remain valid until such time as Canada no longer considers it to be advantageous to use it.

A Notice will be posted "once a year" on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

Successful offerors will be placed on the Supply Arrangement for Airborne Bathymetric LIDAR surveys services. As work arises, the Department of Fisheries and Oceans will solicit bids from the supply arrangement holders as outlined in Supply Arrangement B - 2.0 Bid Solicitation Process.

3. Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

4. Key Terms

In this SA, the following definitions apply:

SA: A supply arrangement is a method of supply used by Public Works and Government Services Canada (PWGSC) to procure goods and services. A supply arrangement is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of a supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.

Supply Arrangement Authority: The person designated as such in the Supply Arrangement, or by notice to the Supplier, to act as the representative of Canada in the management of the Supply Arrangement.

Contracting Authority: The representative of an Identified User, designated by that title in the Contract or by notice to the Contractor, to act as Canada's representative to manage a contract resulting from this SA.

Project Authority: The Project Authority is the representative of the Identified User for whom Work is being carried out under a contract resulting from this SA and is responsible for all matters concerning the technical content of the Work under a contract. The Project Authority for contracts resulting from the Supply Arrangements will be identified in each contract.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFS) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFS and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2013-03-21) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Arrangements

Arrangements 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 Supply Arrangements.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than five (5) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement - Two (2) hard copies required.

Section II: Certifications (one (1) hard copy)

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (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 Supply Arrangements.

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, suppliers should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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 Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Bidders must demonstrate the following in their bid submission:

- 1. An indication of an understanding of the requirement and objectives of the project (Annex A);**
- 2. A detailed description of your proposed approach and methodology;**
- 3. A compliance statement, analyzing and commenting on each part, section, and subsection of Annex A. Simply repeating the statement contained in Annex A is NOT acceptable.**
- 4. Suppliers must describe their capability and experience, the project management team and provide client contact(s) and references. A listing of personnel you propose to assign to carry out this work and resumes of each individual's qualifications and experience, particularly as it relates to this project.**
- 5. All technical literature, descriptive literature on their proposed services with their bid.**

In their technical bid, suppliers must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Suppliers must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria (**see Annex E - Sample of Evaluation Grid**) against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that suppliers address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Supplier's proposed services must meet the Statement of Work detailed herein.

2. Basis of Selection

- 2.1** An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.

3. Financial Viability Requirement:

The Supplier must be financially viable to enter into this Supply Arrangement. To determine the Supplier's financial viability, the Supply Arrangement Authority may, by written notice to the Supplier, require the submission of some or all of the financial information detailed below during the evaluation of arrangements. The Supplier must provide the following information to the Supply Arrangement Authority within fifteen (15) working days of the request or as specified by the Supply Arrangement Authority in the notice:

a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Supplier's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Supplier's last three fiscal years, or for the years that the Supplier has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Supply Arrangement Authority, the Supplier must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Supply Arrangement Authority requests this information.

c. If the Supplier has not been in business for at least one full fiscal year, the following must be provided:

i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Supply Arrangement Authority requests this information.

iv. A certification from the Chief Financial Officer or an authorized signing officer of the Supplier that the financial information provided is complete and accurate.

2. If the Supplier is a joint venture, the financial information required by the Supply Arrangement Authority must be provided by each member of the joint venture.

3. If the Supplier is a subsidiary of another company, then any financial information in 1. (a) to (d) above required by the Supply Arrangement Authority must be provided by the ultimate parent company.

4. Financial Information Already Provided to Public Works and Government Services Canada (PWGSC): The Supplier is not required to resubmit any financial information requested by the Supply Arrangement Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

a.the Supplier identifies to the Supply Arrangement Authority in writing the specific information that is on file and the requirement for which this information was provided; and

b.the Supplier authorizes the use of the information for this requirement.

It is the Supplier's responsibility to confirm with the Supply Arrangement Authority that this information is still on file with PWGSC.

5.Other Information: Canada reserves the right to request from the Supplier any other information that Canada requires to conduct a complete financial capability assessment of the Supplier. The Supplier also understands that a complete financial capability review of the Supplier may also be conducted at the time individual bid solicitations are issued under the supply arrangement.

6.Confidentiality: If the Supplier provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and related documentation to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

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

1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, that the Bidder and its affiliates, are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid

of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true. By submitting an arrangement, the Supplier certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Supplier, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any arrangement in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Supplier and any of the Supplier's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Supply Arrangement and any resulting contracts arising from the SA.

Suppliers who are incorporated, including those submitting arrangements as a joint venture, must provide with their arrangement or promptly thereafter a complete list of names of all individuals who are currently directors of the Supplier. Suppliers submitting arrangements as sole proprietorship, including those submitting arrangements as a joint venture, must provide the name of the owner with their arrangement or promptly thereafter. Suppliers submitting arrangements 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 arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to comply will render the arrangement non-responsive. Providing the required names is a mandatory requirement for issuance of a Supply Arrangement and any resulting contract.

Canada may, at any time, request that a Supplier provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the arrangement being declared non-responsive.

2.0 Additional Certifications Precedent to Issuance of a Supply Arrangement

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

2.1 Federal Contractors Program - Certification - \$200,000 or more (S3030T 2010-08-16)

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement. Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

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

The Supplier or the member of the joint venture

A. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

B. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

C. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

D. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification S3025T (2012-11-19)

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, suppliers must provide the information required below.

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 Pension Continuation 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 Supplier a FPS in receipt of a pension? YES () NO ()

If so, the Supplier 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, Suppliers agree that the successful Supplier'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 Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Supplier 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 the Goods and Services Tax or Harmonized Sales Tax.

2.3 Bidder's Procurement Business Number (PBN) _____

Canadian suppliers are required to have a Procurement Business Number (PBN) before issuance of a Supply Arrangement. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website. For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

2.4 Status and Availability of Resources

2.3.1 SACC Manual clause S3005T (2008-12-12) Status and Availability of Resources.

2.5 Education and Experience

2.4.1 SACC Manual clause S1010T (2008-12-12) Education and Experience

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement 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

2020 (2013-04-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.2 Supply Arrangement Reporting

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

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

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Supply Arrangement Authority no later than thirty (30) calendar days after the end of the reporting period.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The Supply Arrangement may be issued for a specific period as set out in the Supply Arrangement or as such time as Canada no longer considers it to be advantageous to use the Supply Arrangement to award contracts under the Supply Arrangement framework..

4.2 The period for awarding contracts under the Supply Arrangement is for up to a five (5) year period. This is estimated from 01 June 2013 to 31 May 2018. Actual dates will depend on the completion of evaluation.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

hal305

CCC No./N° CCC - FMS No/ N° VME

Name: Susan Collier
Title: Supply Specialist
Public Works and Government Services Canada
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Address: *1713 Bedford Row*
Halifax, Nova Scotia B3J 3C9

Telephone: 902-496-5350
Facsimile: 902-496-5016
E-mail address: susan.collier@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Technical Authority

The Technical Authority is the representative from Canadian Hydrography Service as designated in the bid solicitation.

5.3 Supplier's Representative

Name:
Title:
Company:
Address:

Telephone:
Facsimile:
E-mail address:

6. Identified Users

The Identified User is : Fisheries and Oceans Canada, Canadian Hydrographic Services.

7. On-going Opportunity for Qualification

A Notice will be posted “once a year” on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

8. Limitation of Call-Ups

Individuals call-ups including amendments and applicable taxes must not exceed \$400,000.00. For call-ups greater than \$400,000.00 including applicable taxes must be sent to PWGSC for processing.

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 articles of the Supply Arrangement;
- (b) the general conditions 2020 (2013-04-25), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Criminal Code of Conduct;
- (e) Annex C, Usage Reports
- (f) Annex D, Sample Bid Solicitation
- (g) the Supplier's arrangement dated _____ (*insert date of arrangement*)

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

11. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

12. SACC Manual Clauses

G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12
G2001C	General Commercial Liability	2008-05-12
C6000C	Limitation of Price	2011-05-16
A9117C	Direct Reporting by Customer Department	2007-11-30
C0711C	Time Verification	2005-05-12

C0705C	Discetionary Audit	2010-01-11
A7017C	Replacement of Specific Individuals	2008-05-12

13. Insurance

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Supply Arrangement. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under any contract derived from the Supply Arrangement.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13.1 G2030C Aviation Liability Insurance **2008-05-12**

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

2. The Aviation Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.

b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

e. Employees and, where applicable, Volunteers must be included as Additional Insured.

f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.

g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.

j. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.

k. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.

l. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.

m. Control Tower Liability: To cover for all liabilities arising from the ownership and/or operations of air traffic control towers

n. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.

o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,

Quebec Regional Office (Ottawa),

Department of Justice,

284 Wellington Street, Room SAT-6042,

Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,

Civil Litigation Section,

Department of Justice

234 Wellington Street, East Tower

Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

13.2 Commercial General Liability Insurance G2001C - (2008-05-12)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c.Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d.Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e.Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f.Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g.Employees and, if applicable, Volunteers must be included as Additional Insured.

h.Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i.Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j.Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k.If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l.Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m.Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n.Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

o.All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

p.Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

q.Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

r.Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

14. **Vendor Performance**

Vendors are expected to perform services to the satisfaction of the Technical Authority and in accordance with the specifications provided. When work is deemed to be unacceptable to the technical authority, the contractor is expected to make the directed changes to ensure compliance.

In the event that there are repetitive instances of poor performance the following steps will be taken by Canada. If the Technical Authority does not note improvement after each level, Canada will proceed to the next level.

First Level - oral notice from Technical Authority of poor performance

Second level - written notice from Technical Authority of poor performance

Third level - meeting with Supply Arrangement Authority and Technical Authority, followed by a second written notice of poor performance - conditions* may be imposed by Supply Arrangement Authority

Fourth level - Suspension from Supply Arrangement for a period of 6 months - conditions imposed upon return for a period of 6 months

Fifth level - Meeting with Supply Arrangement Authority and Technical Authority - removal from Supply Arrangement with condition of re-application not within one year of removal notice

Sixth level - permanently removed from the Supply Arrangement

*Conditions will be based on severity of performance. Conditions may, but not solely limited to, include a limit on the number of projects solicited to that firm during a period or a limit on the financial value of projects that the firm will be solicited for.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation template attached as Sample in Annex D.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (c) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
- (h) conditions of the resulting contract.

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

2.2 The bid solicitation will be sent directly to suppliers.

As work arises under the Supply Arrangement, the Department of Fisheries and Oceans, Canadian Hydrographic Service representative will direct Request for Quotations to Supply Arrangement holders under the following framework:

- A). Work estimated at less than \$400,000.00 (HSTI):**
- these requirements will be sent to all SA holders on the supply arrangement by DFO
- B). Work estimated over \$400,000.00 :**
- these requirements will be sent to all SA holders on the supply arrangement by PWGSC directly with DFO acting solely as the technical authority.

Requirements will be sent directly to supply arrangement holders in the form of a Bid Solicitation - Request for Quotation (RFQ), a sample of which is attached at Annex D. Each RFQ will contain specific detail on the services required, specific location of the requirement, required certification, and instructions to submit quotation and a basis of payment.

3. Bid Solicitation Documents

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the requirement;
- (b) bid preparation instructions;
- (c) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (d) evaluation procedures and basis of selection;
- (e) conditions of the resulting contract.

C. RESULTING CONTRACT CLAUSES

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

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

- (a) Simple (for low dollar value requirements), general conditions 2029 (2013-04-25) will apply to the resulting contract;
- (b) MC (for medium complexity requirements), General Conditions - Services 2010C (2013-04-25) will apply to the resulting contract;
- (c) HC (for higher complexity requirements), General Conditions 2035 (2013-04-25) will apply to the resulting contract.

The above templates 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. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 for certification and payment:

3. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

4. 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 Articles of Agreement;
- (b) the general conditions 2010C Services (Medium Complexity);

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- (c) Appendix A, Statement of Work;
- (d) Appendix B, Basis of Payment;
- (e) the Contractor's bid dated _____.

ANNEX "A"

STATEMENT OF WORK

1.0. PROJECT TITLE

Conduct Airborne Bathymetric LiDAR for Hydrographic Charting in Canada.

2.0. OBJECTIVE AND SCOPE

The Canadian Hydrographic Service (CHS) is a division of the Science Branch of the Department of Fisheries and Oceans Canada. Under the Oceans Act, the Minister of Fisheries and Oceans has the authority to conduct hydrographic surveys and to produce and distribute nautical charts and other nautical publications within Canadian territorial waters. The CHS must adhere to rigorous, internationally-recognized standards and guidelines when conducting hydrographic surveys.

CHS seeks to implement an integrated multi-platform approach to Hydrographic surveying in Canada's navigable waters. This allows for the delivery of a flexible, affordable and sustainable hydrographic survey program to meet Canada's foreseeable hydrographic requirements. Airborne Light Detection and Ranging (LIDAR) Bathymetric Surveys are part of this multi-platform approach.

The Scope of this project is to conduct Airborne Bathymetric LIDAR surveys throughout Canada and deliver fully processed and verified hydrographic survey data which will be used to update CHS nautical charts.

4.0. REQUIREMENTS

Following are the minimum required technical specifications for Airborne Bathymetric LIDAR systems along with the operational requirements, data collection techniques, data processing, quality control, client responsibilities, contractor responsibilities, reporting, deliverables, contingency planning and Contract options.

The words "shall", "must", "essential", "will" and "required" are to be interpreted as mandatory requirements. Any proposal which fails to meet any of the mandatory requirements will be deemed nonresponsive and will receive no further consideration.

5.0. SYSTEM AND OPERATIONAL REQUIREMENTS

The following system and operational requirements must be met.

5.1 BATHYMETRIC LIDAR SYSTEM REQUIREMENTS

1. The system must have a bathymetric measurement rate of 1 000 Hz or greater.
2. The system must have a topographic measurement rate of 10 000 Hz or greater.
3. The system must have an integrated digital camera for aerial photography at the collection rate of at least 1Hz.

4. The system must provide compliant data at 2 to 3 times secchi depth in optimal operating conditions.
5. The system must provide sea-bed reflectance and allow for sea-bed classification using bottom reflectivity techniques.
6. The system must achieve IHO Order 1b vertical standards as outlined in IHO Standards for Hydrographic Surveys Special Publication No.44, Fifth Edition, Monaco, 2008.
7. The resulting raw bathymetric data must be compatible and readily imported into CARIS HIPS hydrographic processing software.
8. The system must provide resulting sounding densities of at least 5m x 5m spacing.

5.2 OPERATIONAL REQUIREMENTS

1. The proposed system and platform must operate from paved and gravel runways.
2. The proposed system and platform must have sufficient operating range such that daily survey missions at the work sites can be completed without mid-mission refueling.

6.0. DATA COLLECTION REQUIREMENTS:

The following data collection requirements must be met:

1. Bathymetric LIDAR data in adherence to all requirements of the Statement of Work in the areas as indicated on the specific site sketches. (to be provided)
2. Topographic LIDAR data in adherence to all requirements of the Statement of Work in the areas as indicated on the specific site sketches.(to be provided)
3. Radiometrically calibrated reflectance data (bottom reflectivity) must be collected.
4. Overlapping digital vertical color photographs at 1 HZ intervals along the flight path must be collected.
5. GPS/Positioning data must be collected.
6. LIDAR data must be collected to meet IHO Order 1 b vertical standards as outlined in IHO Standards for Hydrographic Surveys Special Publication No.44, Fifth Edition, Monaco, 2008.
7. LIDAR spot data density shall be at least 5m x 5m with a 'full seafloor search' (as defined by IHO Standards for Hydrographic Surveys Special Publication No.44, Fifth Edition, Monaco, 2008) - commonly referred to as '100% coverage' for all sites.
8. The regular system of sounding lines shall be supplemented by a minimum of 2 check lines for verifying and evaluating the accuracy and reliability of surveyed soundings and positions. Check lines shall be run across all planned sounding lines at angles of 45 to 90 degrees.
9. Check lines shall be acquired and processed to the same accuracy and data quality standards as required for main scheme lines and shall be included in the grids submitted as the final bathymetric product of the survey.
10. All data---horizontal coordinates and vertical heights/elevations---shall be referenced to the GRS80 ellipsoid; NAD83. (CSRS 1997)
11. All heights/elevations must have a final orientation of positive down.
12. Banking angle on turns must not exceed 15 degrees.

13. Mission planning must be utilized to ensure that positioning is conducted during PDOP of 3.5 or less.

7.0. DATA PROCESSING

The following data processing requirements must be met:

1. All survey data collected must be field verified and validated for quality assurance concurrent with survey operations to ensure that the Data Collection requirements stated above have been met.
2. The resulting raw bathymetric data must be compatible and readily imported into CARIS HIPS hydrographic processing software.
3. The Contractor must process data cognizant of the deliverable requirements set out in Section 12.

8.0. QUALITY CONTROL

The following data processing requirements must be met:

1. The Contractor shall complete radiometric and geometric calibrations in accordance with manufacturer's specifications prior to deployment. In addition, regular field calibration/verification procedures must be completed throughout the survey at each site as recommended by the manufacturer's specifications.
2. Uncertainty values for all sensors must be provided and uncertainty models used to propagate through to final data.
3. The Contractor shall produce a Quality Assurance report to include, but not limited to the following:
 - a. Results and reports from all the Calibration, system alignment and field verification procedures.
 - b. Outline of the procedures, processes and corrections used during data collection to ensure data quality and that accuracy requirements were met.
 - c. Coverage plots/images to demonstrate that data collection requirements were met---coverage limits and data density.
 - d. Documented methodology used for GPS positioning, vertical reference and ellipsoid details & epochs.
 - e. Identify any anomalies, biases, outliers, GPS outages, data gaps, accuracy/quality degradation or any other problems/issues that presented challenges or degraded the data quality.

9.0. CLIENT RESPONSIBILITIES

The following client responsibilities will be met and/or provided by the CHS Authority.

1. CHS will install any necessary tide gauges and record water level data during the LIDAR surveys, and longer if required, to establish datum separation models----ellipsoid-chart datum separation.
2. CHS will establish required GPS Base Stations necessary for positioning of the LIDAR surveys.
3. CHS will provide GRS80 ellipsoid; NAD83 (CSRS 1997) to Chart datum separation values for the survey sites.

4. CHS will provide any existing bathymetric data to be used by the Contractor for planning the limits of the LIDAR coverage and for quality control or ground truthing.
5. CHS will provide secchi depth data if existing for the sites.
6. CHS will provide a scientific authority or client representative to be accommodated by the Contractor during data collection (if requested by CHS Authority).

10.0 CONTRACTOR RESPONSIBILITIES

The following Contractor responsibilities will be met and/or provided by the Contractor:

1. The Contractor shall provide all the personnel, equipment, resources, licenses, permits, etc. required to conduct the project and prepare the deliverables in accordance with the Statement of Work.
2. The Contractor shall provide the CHS Authority or delegate with a hands-on demonstration (if requested) of processing methods utilized for creation of deliverables outlined in Section 12.0
3. The Contractor shall confer with the CHS Authority on a daily basis or as required to discuss plans and priorities.
4. The Contractor shall provide a reconnaissance flight, if requested, to the CHS Authority.

11.0 REPORTING RESPONSIBILITIES

The following reporting responsibilities must be met.

1. Daily and weekly reports shall be submitted to the CHS Authority throughout the project duration.
2. A project report including a quality assurance report shall be submitted to the CHS Authority following project completion.

12.0 DELIVERABLES

The following deliverables must be met.

1. Project Report including the Quality Assurance Report as described above, demonstrating that all data has been field verified and that the following information can be derived from subsequent post processing:
 - a. Raw waveforms (CARIS compatible files)
 - b. Processed XYZ point files (CARIS compatible files)
 - c. Uncertainty values for all sensors and uncertainty models.
 - d. Radiometrically calibrated reflectance data (bottom reflectivity).
 - e. Integrated Bathy / Topo DEM
 - f. Digital Imagery/ Photos
 - g. Metadata
 - h. GPS/Positioning data.
 - i. LAS format data.
 - j. CARIS HOF format data.

13.0 CONTINGENCY PLANNING

The following contingency planning requirements must be met;

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1. The Contractor will allow for reasonable contingency planning when conditions at the initially proposed work areas are not acceptable for data collection.
2. The contingency planning must be done in consultation with the CHS Authority prior to any deviation from the requirements being exercised under the Contract.

14.0 PROJECT COSTING

The following method will be utilized to cost the surveys:

1. Provide Acquisition Daily Rate. (which shall be equal to one complete acquisition flight) complete with standard post processing
2. Provide separate costs for multiple (additional) daily acquisition flights.
3. Provide separate cost for enhanced post processing (shallow water algorithm)
4. Provide standby costs
5. Provide mobilization and de-mobilization costs
6. Any additional costs

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ANNEX "B"

CRIMINAL CODE OF CONDUCT

Related documentation

Offeror's List of Directors below: Please provide a list of names of all individuals who are currently Directors in accordance with **PART 5-CERTIFICATION**.

Directors: (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.

ANNEX D

SAMPLE BID SOLICITATION

Sample Bid Solicitation

PART 1 - GENERAL INFORMATION

1. Statement of Work

The Department of Fisheries and Oceans has a requirement to establish a Supply Arrangement for as-and-when-required services to conduct Airborne Bathymetric LIDAR surveys throughout Canada and deliver fully processed and verified hydrographic survey data which will be used to update CHS nautical charts as specified in Annex A.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions

([https://buyandsell.gc.ca/policyand-](https://buyandsell.gc.ca/policyand-guidelines)

guidelines) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

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1.1.1 Mandatory Technical Criteria

It is mandatory that bidders submit firm prices/rates for ALL items in the cost form, including no cost items.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes Included.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - RESULTING CONTRACT CLAUSES

1. Statement of Work

The Department of Fisheries and Oceans has a requirement to establish a Supply Arrangement for as-and-when-required services to conduct Airborne Bathymetric LIDAR surveys throughout Canada and deliver fully processed and verified hydrographic survey data which will be used to update CHS nautical charts as specified in Annex A.

2. Standard Clauses and Conditions

2010C (2013-04-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work is to be performed during the period of _____ to _____.

4. Authorities

4.1 Authority

Name:

Title:

Telephone:

Cell:

Fax:

E-Mail:

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

The Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract.

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contractor's Bid Submission. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if Applicable.

5.2 Limitation of Price

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.

5.3 Single Payment

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

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

6. Invoicing Instructions

Invoices to be submitted as per Supply Arrangement Part C 2.0 - Invoicing Instructions.

APPENDIX A

STATEMENT OF WORK

Annex E
Sample of Evaluation Grid
Cross Reference as stated in part 4 - Evaluation Section 1.1

Lidar Evaluation**Solicitation #:**

Requirements	Subsection		Result	Comments
Cross Reference as stated in part 4 - Evaluation Section 1.1				
5.1	1	The system must have a bathymetric measurement rate of 1 000 Hz or greater.	P	
	2	The system must have a topographic measurement rate of 1 0000 Hz or greater.	P	
	3	The system must have an integrated digital camera for aerial photography at collection rate of at least 1Hz.	P	
	4	The system must provide compliant data at 2 to 3 times secchi depth in optimal operating conditions.	P	
	5	The system must provide sea-bed reflectance and allow for sea-bed classification data using bottom reflectivity techniques.	P	
	6	The system must achieve IHO Order 1b vertical standards as outlined in IHO Standards for Hydrographic Surveys Special Publication No.44, Fifth Edition, Monaco, 2008.	P	
	7	The resulting raw bathymetric data must be compatible and readily imported into CARIS HIPS hydrographic processing software.	P	
	8	The system must provide resulting sounding densities of at least 5m x 5m spacing.	P	
5.2	1	The proposed system and platform must operate from paved and gravel runways.	P	

Lidar Evaluation**Solicitation #:**

Requirements	Subsection		Result	Comments
Cross Reference as stated in part 4 - Evaluation Section 1.1				
	2	The proposed system and platform must have sufficient operating range such that daily survey missions at the work sites can be completed without mid-mission refueling.	P	
6	1	Bathymetric LIDAR data in adherence to all requirements of the Statement of Work in the areas as indicated on the specific site sketches.	P	
	2	Topographic LIDAR data in adherence to all requirements of the Statement of Work in the areas as indicated on the specific site sketches.	P	
	3	Radiometrically calibrated reflectance data (bottom reflectivity) must be collected.	P	
	4	Overlapping digital vertical color photographs at 1 HZ intervals along the flight path must be collected.	P	
	5	GPS/Positioning data must be collected.	P	
	6	LIDAR data must be collected to meet IHO Order 1 b vertical standards as outlined in IHO Standards for Hydrographic Surveys Special Publication No.44, Fifth Edition, Monaco, 2008.	P	
	7	LIDAR spot data density shall be at least 5m x 5m with a 'full seafloor search' (as defined by IHO Standards for Hydrographic Surveys Special Publication No.44, Fifth Edition, Monaco, 2008) - commonly referred to as 'coverage' for all sites.	P	

Lidar Evaluation**Solicitation #:**

Requirements	Subsection		Result	Comments
Cross Reference as stated in part 4 - Evalatuion Section 1.1				
	8	The regular system of sounding lines shall be supplemented by a minimum of 2 check lines for verifying and evaluating the accuracy and reliability of surveyed soundings and positions. Check lines shall be run across all planned sounding lines at angles of 45 to 90 degrees.	P	
	9	Check lines shall be acquired and processed to the same accuracy and data quality standards as required for main scheme lines and shall be included in the grids that are submitted as the final bathymetric product of the survey.	P	
	10	All data---horizontal coordinates and vertical heights/elevations---shall be referenced to the GRS80 ellipsoid; NAD83. (CSRS 1997)	P	
	11	All heights/elevations must have a final orientation of positive down.	P	
	12	Banking angle on turns must not exceed 15 degrees.	P	
	13	Mission planning must be utilized to ensure that positioning is conducted during PDOP of 3.5 or less.	P	
7	1	All survey data collected must be field verified and validated for quality assurance concurrent with survey operations to ensure that the Data Collection requirements stated above have been met.	P	
	2	The resulting raw bathymetric data must be compatible and readily imported into CARIS HIPS hydrographic processing software.	P	

Lidar Evaluation**Solicitation #:**

Requirements	Subsection		Result	Comments
Cross Reference as stated in part 4 - Evaluation Section 1.1				
	3	Project Report including the Quality Assurance Report as described above, that shows all data is field verified so that the following information can be obtained from subsequent post processing.	P	
12	1	Project Report including the Quality Assurance Report as described above, demonstrating that all data has been field verified and that the following information can be derived from subsequent post processing:		
	1.a	Raw waveforms (CARIS compatible files)	P	
	1.b	Processed XYZ point files (CARIS compatible files)	P	
	1.c	Uncertainty values for all sensors and uncertainty models.	P	
	1.d	Radiometrically calibrated reflectance data (bottom reflectivity).	P	
	1.e	Integrated Bathymetry / Topo DEM	P	
	1.f	Digital Imagery/photos	P	
	1.g	Metadata	P	
	1.h	GPS/Positioning data	P	
	1.i	LAS format data.		
	1.j	CARIS HOF format data	P	
8	1	The Contractor shall complete radiometric and geometric calibrations in accordance with manufacturer's specifications prior to deployment. In addition, regular field calibration/verification procedures must be completed throughout the survey at each site as recommended by the manufacturer's specifications.	P	
	2	Uncertainty values for all sensors must be provided and uncertainty models used to propagate through to final data.	P	

Lidar Evaluation**Solicitation #:**

Requirements	Subsection		Result	Comments
Cross Reference as stated in part 4 - Evalatuion Section 1.1				
	3	The Contractor shall produce a Quality Assurance report	P	
	3.a	Results and reports from all the calibrations, system alignment and field verification procedures.	P	
	3.b	Outline of the procedures, processes and corrections used during data collection to ensure data quality and that accuracy requirements were met.	P	
	3.c	Coverage plots/images to demonstrate that data collection requirements are met -- coverage limits and data density	P	
	3.d	Documented methodology used for GPS positionning, vertical reference and ellipsoid details and epochs.	P	
	3.e	Identify any anomalies, biases, outliers, GPS outages, data gaps, accuracy/quality degradation or any other problems/issues that presented challenges or degraded the data quality.	P	
10	1	The Contractor shall provide all the personnel, equipment, resources, licenses, permits, etc. required to conduct the project and prepare the deliverables in accordance with the Statement of Work.	P	
	2	The Contractor shall provide the CHS Authority or delegate with a hands-on demonstration (if requested) of processing methods utilized for creation of deliverables outlined in Section 12.0	P	
	3	The Contractor shall confer with the CHS Authority on a daily basis or as required to discuss plans and priorities.		
	4	The Contractor shall provide a reconnaissance flight, if requested, to the CHS Authority.		

Lidar Evaluation**Solicitation #:**

Requirements	Subsection		Result	Comments
Cross Reference as stated in part 4 - Evaluation Section 1.1				
11	1	Daily and weekly reports shall be submitted to the CHS Authority throughout the project duration.	P	
	2	A project report including a quality assurance report shall be submitted to the CHS Authority following project completion.	P	
13	1	The Contractor will allow for reasonable contingency planning when conditions at the initially proposed work areas are not acceptable for data collection.	P	
	2	The contingency planning must be done in consultation with the CHS Authority prior to any deviation from the requirements being exercised under the Contract.	P	
14	1	Provide Acquisition Daily Rate. (which shall be equal to one complete acquisition flight) complete with standard post processing	P	
Commitment to provide	2	Provide separate costs for multiple (additional) daily acquisition flights.	P	
	3	Provide separate cost for enhanced post processing (shallow water algorithm)	P	
	4	Provide standby costs	P	
Actual costs to be provided at time of bidding	5	Provide mobilization and de-mobilization costs	P	
	6	Any additional costs	P	
	P	Passed		
	Q	Not indicated/ Questions		
	F	Fail		
	N/A	Not Applicable		