
TABLE OF CONTENTS - PSAB

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefing

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Arrangements
3. Former Public Servant - Notification
4. Federal Contractors Program for Employment Equity - Notification
5. Enquiries - Request for Supply Arrangements
6. Applicable Laws

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement
2. Additional Certifications Precedent to Issuance of a Supply Arrangement and Certifications Required with the Arrangement.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Supply Arrangement
5. Authorities
6. Identified Users
7. On-going Opportunity for Qualification
8. Priority of Documents
9. Certifications
10. Applicable Laws

B. BID SOLICITATION

1. Bid Solicitation Documents
2. Bid Solicitation Process

Solicitation No. - N° de l'invitation

EW128-140838/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm066

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

PWGSC

File No. - N° du dossier

EDM-3-36182

CCC No./N° CCC - FMS No/ N° VME

C. RESULTING CONTRACT CLAUSES

1. General

List of Annexes:

Annex A - Terms of Reference

Annex B - Basis of Payment

Annex C - Supply Arrangement Reporting

Annex D - Example Aboriginal Opportunities Consideration

Annex E - Evaluation Process, Evaluation Criteria and Supplier Selection Method

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 Terms of Reference, the Basis of Payment and any other annexes.

2. Summary

A Supply Arrangement is required to provide all labour, materials, equipment, tools and supervision necessary to conduct land surveying and geomatics engineering services in the Northwest Territories and Nunavut for Public Works and Governments Services Canada (PWGSC).

The period of the Supply Arrangement will be in effect for a period of four (4) years from date of issue.

There is no maximum to the number of Supply Arrangements that may be awarded as a result of this RFSA.

This procurement **is** subject to the following Comprehensive Land Claims Agreement(s) (CLCAs):

- Inuvialuit Final Agreement;
- Gwich' Comprehensive Land Claim Agreement;
- Sahtu Dene and Metis Comprehensive Land Claim Agreement;
- Tlicho Agreement;
- Nunavut Land Claims Agreement; and

Suppliers must provide a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2008.

For services requirements, Suppliers in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Supply Arrangements (RFSA).

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian goods and/or services or may be limited to Canadian goods and/or services.

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.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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 RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2013-06-01) 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 twenty (120) days

1.1 SACC Manual Clause

S2003T Ceiling Prices and/or Rates 2008-12-12

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. Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

4. Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Human Resources and Skills Development Canada (HRSDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on HRDCS-Labour's website.

5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than ten (10) 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.

6. 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 Alberta.

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 (2 hard copies)
- Section II: Financial Arrangement (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: 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

Mandatory and point rated technical evaluation criteria are included in Annex "E".

2. Basis of Selection

Basis of Selection is included in Annex "E".

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and documentation to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default, if any certification made by the Supplier is found to be untrue whether during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply with this request will also render the arrangement non-responsive, or will constitute a default under the Contract.

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

1.1 Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies that the Supplier and its affiliates are in compliance with the Code of Conduct and Certifications - Arrangement in Section 01 of Standard Instructions 2008. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Supply Arrangement and Certifications Required with Arrangement

2.1 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.

2.1.1 Status and Availability of Resources

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

2.1.2 Education and Experience

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

2.1.3 Canadian Content Certification

SACC Manual clause A3056T (2010-08-16), Canadian Content Definition

2.1.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 4 of clause A3050T.

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

2.1.4 Owner/Employee Certification - Set-Aside for Aboriginal Business

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business" .

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

2.2 Additional Certifications Required with the Arrangement

Suppliers **must** submit the following duly completed certifications with the arrangement.

2.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

2. The Supplier:

(i) certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.

(ii) agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.

(iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Supplier must check the applicable box below:

(i) ☐ The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

(ii) ☐ The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Supplier must check the applicable box below:

(i) ☐ The Aboriginal business has fewer than six full-time employees.

OR

(ii) ☐ The Aboriginal business has six or more full-time employees.

5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.

6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

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

2. Security Requirement

Security requirement will be determined at time of Request for Proposal (RFP) issued under the Supply Arrangement.

3. 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.

3.1 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 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: October 1 to December 31;

2nd quarter: January 1 to March 31;

3rd quarter: April 1 to June 30;

4th quarter: July 1 to September 30.

The data must be submitted to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is four (4) years from date of issuance.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Mony Lee
Supply Specialist
Public Works and Government Services Canada, Acquisitions Branch
5th Floor, Telus Plaza North, 10025 Jasper Ave.

Telephone: (780) 497-3578
Facsimile: (780) 497-3510
E-mail: mony.lee@pwgsc-tpsgc.gc.ca

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

5.2 Supplier's Representative *(To be filled in by the Supplier)*

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Identified Users

The Identified User is: _____.

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. 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) the general conditions 2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value);
the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
the general conditions 2035 (2013-06-27), General Conditions - Higher Complexity - Services;
- (d) Annex "A", Terms of Reference;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Supply Arrangement Reports;
- (g) the Supplier's arrangement dated _____.

9. Certifications

9.1 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.

9.2 SACC Manual Clause

A3060C (2008-05-12), Canadian Content Certification

10. 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 _____.

11. Insurance

SACC Manual Clause G1005C (2008-05-12) Insurance

Specific insurance requirements will be determined at time of Request for Proposal (RFP) issued under the Supply Arrangement, if applicable.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation templates Simple, for low dollar value requirements; MC for medium complexity requirements; HC for more complex requirements, available in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

-
- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

Subsections 4 and 5 of Section 01 Code of Conduct and Certifications - Bid, is amended as follows:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSa). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
 5. Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) 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 bid being declared non-responsive.)
- (d) 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) financial capability (*if applicable*);
- (h) certifications;
- **Federal Contractors Program (FCP) for Employment Equity - Notification**
 - *SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;*
 - **1.1 Code of Conduct and Certifications - Related documentation**
- 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 (**OR** insert 2004, as applicable). The related documentation therein required will assist Canada in confirming that the certifications are true.*
- (i) 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.

2.1.1 Comprehensive Land Claim Agreement(s) (CLCA) - Some solicitations against the resulting SA may be applicable to CLCA(s). To determine if a requirement is subject to any of the CLCA(s), the final delivery location must be determined. CLCA applies to any applicable procurement, regardless of dollar value.

- Procurements subject to CLCA (**competitive or non-competitive**) must:

A) Notify the applicable CLCA groups of the procurement.

- For **all competitive** requirements where the CLCA(s) listed in this SA are applicable, Identified Users must determine any opportunities for aboriginal consideration for each requirement.

Where opportunities exist, Identified Users must:

A) Notify the applicable CLCA groups of the procurement

AND

B) Include Aboriginal Opportunities Consideration evaluation criteria - see Annex "D" as an example.

Note: This evaluation criteria is optional for the Suppliers to complete. Although, it **must** be included in the solicitation package that Identified Users issue, Suppliers will have the option to propose an Aboriginal Benefit Plan or not. It must not be mandatory, it can only be considered as a "bonus" when evaluating bids.

This is only applicable for bid solicitations for resultant contracts where the Work is subject to CLCA's listed in this SA.

If a requirement is destined primarily for Aboriginal population, Mandatory Set-Aside or Voluntary Set-Aside must be applied. Identified Users will give right of first refusal to the SA Holders identified as being ABORIGINAL.

2.2 The following is the Selection Process for Identified Users:

NOTE:

- Identified Users must determine whether they have the delegation of authority in order to proceed with any of the following thresholds. If Identified Users does not have delegation of authority to proceed, the requirement must be submitted to PWGSC Contracting Authority for processing.
- Treasury Board Approval will be required in the event the recommended contractor for award is a Former Public Servant (FPS) as identified under the policy and the contract value is \$25,000.00 and over (applicable taxes included) for non-competitive requirements and \$100,000.00 and over (applicable taxes included) for competitive requirements.

1. For all requirements up to an estimated cost of \$24,999.99 (GST included)

Identified Users will be able to select one SA Holder. Identified Users will sign and approve the contracts.

2. For all requirements from \$25,000.00 up to \$78,499.99 (GST included)

For each requirement, Identified Users will request a technical/financial bid from a minimum of three (3) SA Holders. If there are less than three (3) SA Holder, then Identified Users will proceed with requesting a technical/financial bid from the SA Holder(s) offering the services.

The evaluation procedures and basis of selection for each requirement under the SA will be unique to each bid solicitation issued by the Identified User. Identified Users will sign and approve the contracts.

For requirements where CLCA(s) listed in this SA are applicable, Identified Users must include Aboriginal Opportunities evaluation criteria. See Annex "D" as an example.

In the case where there are three (3) or more SA Holders, the solicitation process will be accomplished using e-mail to send the Request for Proposal (RFP) and receive bids.

Minimum response periods: Bidders must be provided with a minimum of fifteen (15) calendar days in which to respond to the Request for Proposal.

3. For all requirements from \$78,500.00 to \$400,000.00 (GST included)

Identified Users must request a competitive process amongst all Supply Arrangement Holders. This process will be accomplished using Government Electronic Tendering Service (GETS) (www.buyandsell.gc.ca) to post a Notice of Proposed Procurement (NPP) to all SA Holders. The Request for Proposal will be solicited to all SA Holders to receive bids.

The evaluation procedures and basis of selection for each requirement under the SA will be unique to each bid solicitation issued by the Identified User. Identified users will sign and approve the contracts. ALL SA Holders will be invited for the above competition.

For requirements where CLCA(s) listed in this SA are applicable, Identified Users must include Aboriginal Opportunities evaluation criteria. See Annex "D" as an example.

Minimum response periods: Bidders must be provided with a minimum of fifteen (15) business days in which to respond to the Request for Proposal.

4. For all requirements that exceed \$400,000.00 (GST included)

Any requirement which exceeds \$400,000.00 will not be applicable to this Supply Arrangement and will be handled as a separate requirement by a PWGSC Contracting Authority.

C. RESULTING CONTRACT CLAUSES

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 the template:

- (a) **Simple** (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), 2010B General Conditions - Professional Services (Medium Complexity) will apply to the resulting contract; or
- (c) **HC** (for higher complexity requirements), general conditions 2035 General Conditions - Higher Complexity - Services) 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.

Any resultant contracts under this SA will contain the following information, at a minimum:

- A Statement of Work (SOW), describing the Work to be completed under the Contract and a description of the required results by the Identified User.
- A list of Deliverables to be completed, including any applicable milestones and deadlines.
- A Basis of Payment.
- Standard Invoicing Instructions including: a summary of activities undertaken to meet commitments made as part of the Aboriginal Opportunities Considerations portion of the Supplier's bid (*applicable for Work subject to CLCA's*).

Solicitation No. - N° de l'invitation

EW128-140838/B

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

PWGSC

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-3-36182

Buyer ID - Id de l'acheteur

edm066

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

TERMS OF REFERENCE

See attached document.

ANNEX "B"**BASIS OF PAYMENT**

MANDATORY that suppliers submit firm ceiling prices/rates for **each line item provided in their arrangement.**

- **Rates submitted are ceiling rates.**
- Rates higher than the MAXIMUM CEILING rates will not be accepted for any contract issued against the Supply Arrangement, however rates can be lower in any ensuing contract.
- Goods and Services Tax (GST) / Harmonized Sales Tax (HST): prices are exclusive of GST/HST.

Item	Resource Description	Unit	*Ceiling Rate (\$)
Labour			
1	Administrative Personnel	Hourly	
2	Geomatics Technologist (CAD Drafting, Computations, GPS Processing) including equipment and software	Hourly	
3	Two (2) Person Survey Crew (including Total Station, Level and Survey Equipment)	Hourly	
4	Land Surveyor/Professional Supervisor	Hourly	
5	Additional Survey Crew Helper	Hourly	
Disbursements			
1	Vehicle (4X4)	Daily	
2	All Terrain Vehicle (Quad or Snowmobile)	Daily	
3	Dual Frequency Survey Grade GPS	Daily	

*Ceiling rates are inclusive of overhead, fringe benefits and profit.

NOTE:

Disbursements in addition to the ceiling rates listed above are specific to each individual resulting Request for Proposals/Contracts issued against the Supply Arrangement. Examples of disbursement may include but not limited to material and supplies, subcontractors, travel and accommodation, etc.

BASIS OF PAYMENT REVISIONS - SUPPLY ARRANGEMENT REFRESH

Supply Arrangement Holders may apply to revise their rates on an annual basis (at the time of the SA refresh), as follows and subject to the acceptance and approval of the PWGSC Supply Arrangement Authority.

If rate adjustments are accepted, the approved rates will be applied to subsequent years of the Supply Arrangement.

Suppliers which do not apply for a rate adjustment must continue using the rates already contained in the Supply Arrangement.

Solicitation No. - N° de l'invitation

EW128-140838/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm066

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWGSC

EDM-3-36182

ANNEX "C"**SUPPLY ARRANGEMENT REPORTING**

Suppliers must provide a quarterly report on usage of the Supply Arrangement in the format as show below.

Supply Arrangement Reporting must be e-mailed to the following email address:
wst-pa-edm@tpsgc-pwgsc.gc.ca

Please use the Supply Arrangement number in the Subject line and clearly indicate:

- The supply arrangement number for which the data is submitted
- The period for which the data has been accumulated (start date to end date);
- The Total Spend to date by Canada

Supply Arrangement - EW128-140838		Start Date of SA (DD/MM/YYYY)	End Date of SA (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period. (DD/MM/YYYY)

Invoice #	Description / Location	Date of Contract Award	Date of Completion	Value of Contract

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE: _____

DATE: _____

ANNEX "D"**ABORIGINAL OPPORTUNITIES CONSIDERATION**

Example only: to be used by Identified Users for bid solicitations for resultant contracts.

OPTIONAL:

The following optional bonus points for Aboriginal benefits allow suppliers (including Aboriginal Suppliers) to provide a plan for considerations of local and/or Regional Aboriginal citizens and communities in the identified Comprehensive Land Claim Areas.

Suppliers have the ability to receive bonus points through the provision of Aboriginal involvement in their proposal. Bonus points up to _____ will be added to the total evaluated technical score point based on the *provision of proof that your organization or service provided meets the criteria stated in Annex "____" Aboriginal Opportunities Consideration (or provision of certification via signature below that your organization or service provided meets the aboriginal benefit.)*.

* Aboriginal suppliers must meet the applicable local Comprehensive Land Claim Area requirements.

NOTE: This table is an example only. Identified users may modify this table to meet their individual requirements.

ABORIGINAL OPPORTUNITIES	Points Value	Score
Offices: Supplier has an office located in a Comprehensive Land Claim Area (Gwich'in Comprehensive Land Claim Agreement; Inuvialuit Final Agreement; Sahtu Dene and Metis Agreement; Tlicho Agreement; and/or Nunavut Land Claims Agreement.)	_____	
Training and Development: Supplier has provided an undertaking of a commitment with respect to delivery of training and/or development programs for local and/or regional Aboriginal citizens. This will be evaluated based on the following criteria: Innovation Long-term Socio-Economic Benefit/Impact Marketable Training/Skills Some ideas include but are not limited to: Apprenticeship Programs Summer employment for College/University students Scholarship funds Partnerships with Training Organizations (i.e. Colleges, Universities, ECO Canada, Mine Training Society)	_____	
Community Development: Supplier has provided an undertaking of a commitment with respect to delivery of a community development program for local and/or regional Aboriginal citizens.	_____	

<p>This will be evaluated based on the following criteria:</p> <p>Innovation</p> <p>Long-term Socio-economic Benefit/Impact</p> <p>Alignment with the Communities' development Plan</p> <p>Some ideas include but are not limited to:</p> <p>Grants</p> <p>Infrastructure</p> <p>Equipment</p>		
<p>Labour Recruitment:</p> <p>Supplier provided a plan demonstrating the proposed approach to recruitment and employment of local and/or regional Aboriginal Labor.</p> <p>The plan should include the proposed methods of recruitment, consultations with the Aboriginals and any local and/or regional Aboriginal citizens currently in employ with the firm.</p> <p>This will be evaluated based on the following criteria:</p> <p>Innovation</p> <p>Level of effort/consultation</p> <p>Socio-Economic Benefit/Impact</p> <p>Level of employment (i.e. Laborer vs. Engineer)</p> <p>Length of employment (i.e. Short term vs. permanent, Full time vs. Part time)</p>	_____	
<p>Sub-suppliers/Suppliers: Supplier provided a plan demonstrating the proposed approach to utilizing local and/or regional Aboriginal subcontractors.</p> <p>The Plan should include but not be limited to:</p> <p>Potential subcontractors.</p> <p>List of existing available local and/or regional Aboriginal subs (If applicable)</p> <p>Consultation with local and/or regional Aboriginal subcontractors.</p>	_____	
MAXIMUM TOTAL POINTS AVAILABLE	_____	

ANNEX "E"**EVALUATION PROCESS, EVALUATION CRITERIA AND SUPPLIER SELECTION METHOD****A) EVALUATION PROCESS****Step 1: Mandatory Criteria**

Each arrangement will be examined to determine that it meets all mandatory criteria. Arrangements which fail to meet the mandatory criteria will be given no further consideration and will be deemed non compliant. Arrangements which meet all the mandatory criteria will proceed to Step 2.

Step 2: Point Rated Criteria

Point rated criteria will be evaluated and scored in accordance with the point rated criteria. Arrangement which fail to meet the minimum pass mark in the point rated criteria will be given no further consideration and will be deemed non compliant. Proposals which meet the minimum point rated criteria will proceed to Step 3.

Step 3: Conditions Precedent to Issuance of Supply Arrangement

Each compliant Supplier will be given written notification to provide the information required in Part 5 Certifications required as a Condition Precedent to Issuance of Supply Arrangement, by a specified date and time, unless the information has already been provided in the RFSA submission. Should the Supplier fail to provide all the information required by the date and time specified, the Supplier will be considered non-compliant and given no further consideration.

Step 4: Issuance of Supply Arrangements

Upon compliance with all of the Conditions Precedent to the Issuance of Supply Arrangements, the compliant Supplier will be issued a Supply Arrangement

B) EVALUATION CRITERIA**1. MANDATORY CRITERIA****1.1 Mandatory Criteria at Solicitation Closing**

Failure to meet any of the following mandatory requirements at solicitation closing will render your arrangement non-compliant and they will be given no further consideration:

A) Licensed/Permitted to practice as a Canada Land Surveyor by the Association of Canada Land Surveyors.

NAME	LICENSE # (INDIVIDUAL)	MET/NOT MET
NAME	PERMIT # (CORPORTATION)	MET/NOT MET

NOTE: Supplier only requires one document of proof that they can legally practice land surveying on Canada Lands.

B) The Supplier must complete Annex B - Basis of Payment MET____ NOT MET____

2. POINT RATED CRITERIA

2.1 Point Rated Evaluation Criteria

Each Technical Arrangement which meets the mandatory criteria, will be evaluated and scored in accordance with the following evaluation criteria.

Technical Proposal

- Organization of key personnel;
- Demonstrated understanding of type of work outlined in the Scope of Services (Annex A);
- Proven ability to perform the type of work outlined in the Scope of Services (Annex A); and
- Personnel Capacity available to respond to RFP.

Experience

- Résumés of key personnel
- Years of experience in Northwest Territories and Nunavut;
- Number and types of projects performed;
- Diversity of Experience and Skills; and
- Relevance of Experience to Scope of Services.

POINT RATED REQUIREMENTS	POINTS	SCORE
A. Technical Proposal		
A1. Proposal clearly demonstrates understanding of type of work outlined in the Scope of Services (Annex A).	10	
A2. Proposal clearly demonstrates proven ability to perform the type of work outlined in the Statement of Work. Displays an understanding of surveying and a broad range of geomatics solutions.	10	
A3. Organizational Chart and capacity of key personnel displays depth, diversity, and availability of resources	15	
B. Experience		
B1. Experience performing services listed under 'Scope of Services'. Displays experience performing relatively similar types of work in any location.	25	
B2. Years of experience of key staff operating in NT and Nunavut	20	
B3. List and brief description of relevant projects in NT and Nunavut	20	
MINIMUM POINT ACCEPTABLE	60	
MAXIMUM POSSIBLE SCORE	100	

C) SUPPLIER SELECTION METHOD

Suppliers that meet all the mandatory requirements and receive the minimum acceptable points in the point rated criteria will be issued a Supply Arrangement.



ANNEX A: Land Surveying and Geomatics Services **TERMS OF REFERENCE**

LS Supply Arrangement

For Various Federal Projects
In Western Region

November, 2013



Table of Contents:

1	PROJECT DESCRIPTION	3
1.1	GENERAL	3
1.2	BACKGROUND INFORMATION	3
1.3	CONSULTANT QUALIFICATIONS	ERROR! BOOKMARK NOT DEFINED.
1.4	SCHEDULE	5
1.5	CODES, ACTS, STANDARDS, REGULATIONS	5
2	REQUIRED SERVICES	5
2.1	GENERAL REQUIREMENTS	5
2.2	PROJECT REVIEW AND APPROVAL	6
2.3	PRELIMINARY SERVICES	6
2.4	PROFESSIONAL SERVICE	7
3	PROJECT ADMINISTRATION	7
3.1	DELIVERABLES	7



1 PROJECT DESCRIPTION

1.1 GENERAL

1.1.1 SERVICES

- .1 A Supply Arrangement is required to provide all labour, materials, equipment, tools and supervision necessary to conduct land surveying and geomatics services in the Northwest Territories and Nunavut for Public Works and Governments Services Canada (PWGSC) Western Region.
- .2 Public Works and Government Services Canada (PWGSC) is seeking the services of professional land surveying organizations for a task-based Supply Arrangement for professional land surveying services on an "as and when requested" basis of work in the Northwest Territories and Nunavut;
- .3 This document provides the Terms of Reference (TOR) for the common services required for the various projects.
- .4 The Supplier will be engaged via a project specific "Request for Proposal (RFP) issued under the Supply Arrangement" which will include a project specific Statement of Work.

1.1.2 PROCEDURES AND STANDARDS

- .1 The TOR document must be used in addition to the current version of the General Instructions for Surveys of Canada Lands, e-Edition (or subsequent future Editions) published by the Surveyor-General of Canada Lands, as well as any Specific Instructions that may be issued;
- .2 A Project Specific Statement of Work (SOW) which will be issued at the time of the RFP will describe project-specific requirements, services and deliverables, while the General Instructions of the Surveyor-General or any Specific Instructions in addition to the said General Instructions will outline the minimum procedures and standards common to all projects.

1.2 BACKGROUND INFORMATION

1.2.1 INTENT

- .1 The intent of establishing this Supply Arrangement is to create a pool of consulting surveyors who have the skill, experience, and capacity to conduct professional land surveying and geomatics projects in the Northwest Territories and Nunavut. The end result is to provide the PWGSC with the most efficient method available for performing these services.
- .2 A project may consist of;
 - .1 Land Surveying, and/or
 - .2 Geomatics and mapping services.

1.2.2 EXISTING CONDITIONS

- .1 The location and specific details will be outlined in the project specific SOW.

1.2.3 CONSTRAINTS AND CHALLENGES

- .1 The Supplier will be required to become familiar with the project site and obtain local information as required.
- .2 The Supplier may be required to obtain security clearances for all personnel as well as any sub-contractors to visit the project site. Security requirements will be specify at the Request for Proposal stage issued against the Supply Arrangement.



- .3 All site visits must be arranged through the Departmental Representative.
- .4 The project effort must be tailored to meet the budget. Diligent cost estimating and cost controls are required.
- .5 Certain projects may be subject to Aboriginal Opportunities consideration in areas associated with Comprehensive Land Claim Agreements;

1.2.4 SUB-CONTRACTORS

- .1 Sub-contractors can be utilized for services under this TOR;
- .2 Sub-contractors will be considered an extension of the primary Supplier and will be held to the same standards and constraints;



1.3 SCHEDULE

1.3.1 GENERAL

- .1 The individual projects are to be delivered, ready for acceptance in accordance with the project specific SOW.

1.4 CODES, ACTS, STANDARDS, REGULATIONS

- .1 Performance of all work will fall under the following:
 - .1 Canada Lands Surveyors Act (S.C. 1998, c. 14);
 - .2 Canada Land Surveys Act (R.S.C., 1985, c. L-6); and
 - .3 Canada Land Surveyors Regulations (SOR/99-142).
- .2 The Supplier must identify, analyze and perform the projects in accordance with the requirements of all authorities having jurisdiction and all applicable Codes, Acts, Standards and Guidelines and Legislation.

2 REQUIRED SERVICES

2.1 GENERAL REQUIREMENTS

- .1 Each RFP will describe the requirements for the individual projects. Following is a generic scope of services typically required for a project. An individual RFP may include some or all of the services described below.
- .2 The project specific SOW will identify the project specific requirements including:
 - .1 Land Surveying,
 - .2 Geomatics and Mapping Services.

2.1.2 SCOPE OF SERVICES

- .1 Land Surveying
 - .1 The specific goals of the Land Surveying projects will be outlined in the RFP.
 - .2 Examples of projects include:
 - .1 Planning, directing and conducting legal surveys to establish the location of real property boundaries, and prepare official plans, records and documents pertaining to these surveys;
 - .2 Land Planning and Legal Consultation;
 - .3 Preparing plans for registration under the Canada Lands Surveys Act and/or other various legislated acts of Northwest Territories and Nunavut;
 - .4 Surveys of Distant Early Warning Line/North Early Warning Systems Operation sites; and
 - .5 Assist in the creation of airport zoning regulations by providing consultation and mapping services for the drafting and registration of zoning applications and obstacle limitation surveys.
- .2 Geomatics and Mapping Services
 - .1 Examples of services which may be required are;
 - .1 Remote Sensing (including aerial photography) and aerial mapping;
 - .2 Topographical Surveys and Drafting;
 - .3 Engineering Surveys and Drafting;



- .4 Control Surveys, and installation of control monuments to specific standards; and
- .5 GIS and consulting
- .6 Project Management.

2.2 PROJECT REVIEW AND APPROVAL

2.2.1 FEDERAL GOVERNMENT

- .1 The federal authorities having jurisdiction over this project are:
 - .1 PWGSC; and
 - .2 Identified User Department .

2.2.2 REVIEWS, APPROVALS AND PRESENTATIONS

- .1 Each submission at each stage of the project is subject to reviews by the Departmental Representative, the Identified User site personnel, the Identified User technical experts and the PWGSC Architectural and Engineering Centre of Expertise (AECOE) group.
- .2 For the AECOE review at each stage:
 - .1 Review submissions for accuracy and completeness;
 - .2 Expected turn around time for reviews is two (2) weeks;
 - .3 The supplier will receive review comments in the form of an editable MS Word document, MS Excel document, or pdf;
 - .4 The supplier shall provide a single coordinated written response to the comments.

2.3 PRELIMINARY SERVICES

2.3.1 GENERAL

- .1 Each project awarded under the Supply Arrangement will include preliminary services that culminate in the creation of a project Execution Plan.
- .2 The objective of this stage is to conduct planning and establish project controls. The Execution Plan will consolidate the scope of the project and will be utilized as the benchmark project control document to monitor progress of the project. The Scope and Activities will include:
 - .1 Analyse the project requirements including any recommended amendments.
 - .2 Research and Review all other available existing material related to the project including requirements identified in the project specific SOW.
 - .3 Identify and verify all Authorities Having Jurisdiction over the codes, regulations and standards that apply to the projects.
 - .4 Identify and analyze all Codes, Acts, Standards and Guidelines that apply to this project.
 - .5 Identify all additional information that will be needed to deliver the project.
 - .6 Provide an Execution Plan.

2.3.2 DELIVERABLES

- .1 An Execution Plan that will contain at a minimum:
 - .1 A defined objective;
 - .2 Scope and Activities;



- .3 Health and Safety risks and mitigation. This may include a project specific Job Hazard Analysis (if activities are outside the scope of the supplier's regular Health and Safety Plan).
- .4 Cost estimate;
- .5 Schedule with key milestones;
- .6 Key Resources – personnel and equipment required
- .7 Potential Risks.

2.4 PROFESSIONAL SERVICE

2.4.1 GENERAL

- .1 The objective of this stage is to perform the work within the Execution Plan.
- .2 The Supplier must obtain written authorization from the Departmental Representative before proceeding with any projects.

2.4.2 SCOPE AND ACTIVITIES

- .1 The Supplier must:
 - .1 Perform the work according to the budget and schedule;
 - .1 Changes to the Execution Plan require approval by the Departmental Representative.
 - .2 Update the cost estimates;
 - .3 Update the project schedule;
 - .4 Include a quality control process for the performance or the work and contract administration.

3 PROJECT ADMINISTRATION

3.1 DELIVERABLES

3.1.1 HEALTH AND SAFETY PLAN

- .1 All Suppliers must deliver a Health and Safety Plan to PWGSC under which all personnel will operate prior to commencing any work.

3.1.2 DOCUMENT FORMATS

- .1 Unless requested in the Project Specific SOW all submissions to PWGSC will be made using the following formats:
 - .1 For electronic CAD drawings .dwg format;
 - .2 Adobe .pdf format;
 - .3 Microsoft Word 2007 or earlier;
 - .4 Microsoft Excel 2007 or earlier.
- .2 All CAD drawings must utilize PWGSC's CAD Standards (excepting submissions made for certain Legal Surveys that may be subject to other CAD standards).