



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal to : Statistics Canada
Propositions aux: Statistique Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Date of Solicitation – Date de l’invitation: May 14, 2019 / Le 14 mai 2019
Address inquiries to – Adresser toute demande de renseignements à: statcan.macs-bids-smc-soumissions.statcan@canada.ca
Telephone No. - N° de téléphone (613) 219-8859
Destination statcan.macs-bids-smc-soumissions.statcan@canada.ca

Instructions :
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s’appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d’accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Solicitation No – N° de l’invitation : J027546
Solicitation closes – L’invitation prend fin At – à : 14:00 EDT / 14 h HAE On – le : June 3, 2019 – le 3 juin 2019
Update – Mise à jour :

Delivery required – Livraison exigée	Delivery offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Telephone No – N° de téléphone :	
Signature	Date

Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’impression).
Name – Nom :
Title – Titre :



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, and, the Electronic Payment Instruments.

1.2 Summary

Important data gaps exist with respect to market intelligence regarding housing development on native reserves, remote communities, the start/completion for non-residential construction (commercial, industrial, institutional) and other non-res spending (infrastructure, mining, etc.).

Statistics Canada proposes to address these information gaps as well as improve the quality of the existing data through the use of emerging technology and by leveraging remote sensing data sources. To that end it will launch a pilot project for leveraging geospatial information to estimate the starts of construction for all building types within selected geographies on a monthly basis for a period of 9 months (with options for extension).

1.2.1

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 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 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>) 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](#) 2018-06-21 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid, of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

1. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: (d) send its bid only to Public Works and Government services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation

Insert: (d) send its bid only to Statistics Canada Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to STATCAN will not be accepted.

2.3 Former Public Servant

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



Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, bidders agree that the successful Bidder'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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder 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; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.4 Inquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

and

Canada requests that bidders provide their bid as follows:

Section I: Technical Bid - a softcopy in PDF format sent to: statcan.macs-bids-smc-soumissions.statcan@canada.ca

Section II: Financial Bid - a soft copy in PDF format sent to: statcan.macs-bids-smc-soumissions.statcan@canada.ca

Section III: Certifications - a softcopy in PDF format sent to: statcan.macs-bids-smc-soumissions.statcan@canada.ca

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

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Requirements		Met / Not Met
M1	<p>The Bidder must have completed a minimum of three (3) projects over the last seven (7) years that required delivering geospatial data and related services to third party clients. One (1) of the projects must have been for a minimum duration of one (1) year and the other two (2) for a minimum duration of at least six (6) months.</p> <p>The Bidder must demonstrate compliance by providing the following information for each project:</p> <ul style="list-style-type: none"> a. Project Objective; b. Brief project description that will include tasks, activities and deliverables (a narrative of no more than 2 pages will suffice; and c. Time spent on project (from month/year to month/year). 	
M2	<p>The Bidder must be able to provide image/data hosting services with user interface/download functionality, as well as offer an application programming interface (API). Providing ongoing technical support/assistance, as required, to access user interface and set up API connection is required.</p>	
M3	<p>The Bidder must provide sample data.</p> <p>The Bidder must demonstrate compliance by providing the following information for each sample:</p> <ul style="list-style-type: none"> a. High resolution data - resolution of 5 meters per pixel or better and could be either optical (red, green, blue, infrared), SAR, lidar, or other providing it is fit for change detection based on land use. b. Very high resolution meaning data with a resolution of 0.5 meters per pixel or better and include the red, green, blue, and infrared bands. <p>The sample data provided must be “cloud free” and be fit for use.</p>	



4.1.1.2 Point Rated Technical Criteria

Point Rated Requirements		Score
PR 1	<p>The Bidder should demonstrate years of experience in collecting geospatial data, providing back haul image processing solutions, and data hosting</p> <p>The Bidder will be evaluated on the basis of the relevance and similarity to Statistic Canada's requirements. Points will be awarded as follows:</p> <ul style="list-style-type: none"> ➤ >6 yrs. and ≤8 yrs. = 10 pts ➤ >8 yrs. and ≤10 yrs. = 20 pts ➤ >10 yrs. = 30 pts 	/30
PR 2	<p>The Bidder should demonstrate years of experience in both web based solutions for providing client data access and experience in customer support services.</p> <p>The Bidder will be evaluated on the basis of the relevance and similarity to Statistic Canada's requirements. Points will be awarded as follows:</p> <ul style="list-style-type: none"> ➤ >6 yrs. and ≤8 yrs. = 10 pts ➤ >8 yrs. and ≤10 yrs. = 20 pts ➤ >10 yrs. = 30 pts 	/30
PR 3	<p>Further to M1 the Bidder should provide examples of similar size / scope projects done in the last seven (7) years.</p> <p>The Bidder must demonstrate compliance by providing the following information for each project:</p> <ol style="list-style-type: none"> a. Project Objective; b. Brief project description that will include tasks, activities and deliverables (a narrative of no more than 2 pages will suffice; and c. Time spent on project (from month/year to month/year). <p>The Bidder will receive ten (10) points for each project up to a maximum of three (3) projects.</p> <p><i>* Scoring will be distributed as per the rating guide included herein</i></p>	/30
Total		/90



Rating Guide:

Scale	Rating	Definitions (can be modified where appropriate)
10 Pass	Excellent / Exceptional	<ul style="list-style-type: none"> ✓ Should ensure extremely effective performance. ✓ Significantly above criteria for successful job performance. ✓ Surpassed expectations. ✓ Reserved for the exemplary set of skills that yield a particularly sophisticated approach to handling the situation. ✓ Meets all major / essential / core criteria or acceptable equivalents and met three or more additional criteria.
8-9 Pass	Very Good / Above average.	<ul style="list-style-type: none"> ✓ More than adequate for effective performance ✓ Generally exceeds criteria relative to quality and quantity of behaviour required for successful job performance. ✓ Meets all of the major / essential / core criteria or acceptable equivalents and several of the minor / additional criteria. ✓ No major deficiencies exist in the areas assessed. Consistently demonstrated better than average level of performance. ✓ Describes / demonstrates the full range of skills appropriate for handling the situation and the desired result, or outcome is obtained.
6-7 Pass	Good / Satisfactory	<ul style="list-style-type: none"> ✓ Should be adequate for effective performance. ✓ Meets criteria relative to quality and quantity of behaviour required for successful job performance. ✓ Meets several of the major / essential / core criteria one or two of the minor / additional criteria or acceptable equivalents. ✓ Describes / demonstrates a sufficient range of skills for handling the situation and the desired outcome is obtained. ✓ Some of the major and minor criteria were met; some deficiencies exist in the areas assessed but none of major concern.
3-5 Fail	Weak	<ul style="list-style-type: none"> ✓ Insufficient for performance requirements. ✓ Generally does not meet criteria relative to quality and quantity of behaviour required for successful job performance e.g. meets half or less of criteria. ✓ Does not describe / demonstrate a sufficient range of skills appropriate for handling of the situation, or describes plausible but inappropriate behaviours for handling the situation or the desired result or outcome is not obtained.
0-2 Fail	Unacceptable / Poor	<ul style="list-style-type: none"> ✓ Significantly below criteria required for successful job performance. ✓ Few or no criteria met. ✓ Many deficiencies. ✓ A major problem exists. ✓ No answer or inappropriate answer. ✓ Describes/demonstrates counter-productive behaviours that have negative outcomes or consequences (make the situation worse).



4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all the mandatory evaluation criteria; and
 - c. obtain the required minimum number of points specified at 4.1.1 for the point rated technical criteria.
2. Bids not meeting 4.2.1. (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the point rated technical criteria and 30% for the price
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an **70/30** ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.62$	$83/135 \times 70 = 43.03$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.14	70.03	77.70
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

6.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31st, 2020 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nathalie Sielatycki - Coordinator
Organization: Statistics Canada
Address: 150 Tunney's Pasture Driveway, Ottawa ON K1A 0T6
Telephone: 613-219-8859

E-mail address: nathalie.sielatycki@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority (*TBD at contract award*)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
E-mail address: _____

In its absence, the Project Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
E-mail address: _____

The Project 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. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (*TBD at contract award*)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (*TBD at contract award*). Customs duties are included and Applicable Taxes are extra.



6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*TBD determined at Contract Award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

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

1. 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;
2. all such documents have been verified by Canada;
3. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 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.
2. Invoices must be distributed as follows:
 - a. One (1) electronic copy must be forwarded to the following address for certification and payment.



statcan.financecounter-comptoirfinance.statcan@canada.ca

- b. One (1) electronic copy must also be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 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 [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- c. Annex A , Statement of Work;
- d. Annex B, Basis of Payment; and
- e. the Contractor's bid dated _____,

6.12 Insurance

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

6.13 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(b) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at boa.opo@boa-opo.gc.ca or by web www.opo-boa.gc.ca

6.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.



To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail boa.opo@boa-opo.gc.ca by telephone at 1-866-734-5169, or by web www.opo-boa.gc.ca.



ANNEX A - STATEMENT OF WORK

SW.1.0 TITLE

Geospatial Data

SW.2.0 BACKGROUND

Building construction investment statistics for the residential (singles, doubles, rows and apartments) and non-residential sectors (commercial, industrial and government/institutional, excluding expenditure on engineering work) are used extensively by internal and external clients, notably: the Canadian System of National Accounts, the Bank of Canada and Finance Canada, as well as economists and analysts from the public and private sectors. The statistics available for the residential and non-residential building construction sectors provide an invaluable portrait of this activity in Canada at the national, provincial and census metropolitan area (CMA) level.

An important component of the calculations for arriving at these estimates is the duration of construction, which is defined by the start and completion of construction for a given project. Over the duration of construction, work-put-in-place coefficients are used to allocate the total value of investment for a project. Currently, Statistics Canada (STATCAN) uses a historical model for delay and duration applied to monthly building permits information which is then adjusted to account for “hard” data on starts and completions provided by Canada Mortgage and Housing Corporation (Market Analysis Center surveys).

Important data gaps exist with respect to market intelligence regarding housing development on native reserves, remote communities, the start/completion for non-residential construction (commercial, industrial, institutional) and other non-res spending (infrastructure, mining, etc.).

SW.3.0 OBJECTIVES

STATCAN proposes to address these information gaps as well as improve the quality of the existing data through the use of emerging technology and by leveraging remote sensing data sources. To that end it will launch a pilot project for leveraging geospatial information to estimate the starts of construction for all building types within selected geographies on a monthly basis for a period of 9 months (with options for extension). Outputs from this pilot will be validated using results from the CMHC starts and completions program, as well as field validation for the non-residential portion and any areas not currently covered.

Pilot Project Geographies				
Category	GeoCode	Name	Population	Area (sq/km)
Province	11	Prince Edward Island	142,907	5,686
CMA	35541	Kitchener - Cambridge - Waterloo	523,894	1,091
CA	48830	Red Deer	100,418	105
CSD	6204003	Iqaluit	7,740	53

Project geographies are accepted as defined by the Standard Geographical Classification (SGC) 2016, published by STATCAN. Maps for these areas are available at the following link:

<https://www150.statcan.gc.ca/n1/en/geo?MM=1&geotext=Canada%20%5BCountry%5D&geocode=A000011124>

VHR Project Geographies: includes Kitchener - Cambridge - Waterloo, Red Deer and Iqaluit
HR Option Geography: includes low resolution change detection for all PEI + tip/cue at VHR.



SW.4.0 PROJECT REQUIREMENTS

Data requirements:

- i. High resolution data means data with a resolution of 5 meters per pixel or better and could be either optical (red, green, blue, infrared), SAR, lidar, or other as long as it is fit for change detection based on land use.
- ii. Very high resolution means data with a resolution of 0.5 meters per pixel or better and include red, green, blue, and infrared bands.
- iii. Data for specific areas of interest must be “cloud free” and be fit for use.
- iv. Data must be made available no later than 5 business days following the reference period (i.e. data collected in June 2019 should be made available to STATCAN no later than close of business July 5th, 2019)
- v. Data must be timestamped and be provided in a standard open source format and include the necessary layers to develop a comprehensive shapefile and include geographic coordinates for mapping.

SW.4.1 Deliverables

Phase 1 (from contract award to March 31, 2020)

- i. Provide a base map of very high resolution (VHR) geospatial images, or high resolution (HR) images, as applicable, based on geographic areas of interest identified by STATCAN for a specified period in time (the start of the project).
- ii. On a monthly basis, task collection for VHR geospatial imagery/data for points of interest identified by STATCAN.
- iii. On a quarterly basis (should the geography option be exercised), task collection for HR geospatial imagery/data for specified geographic areas. Based on broad area change detection conducted by Statistics Canada, task tip-and-cue VHR data collection for areas of interest.
- iv. Provide back haul post collection mosaic and image processing (radiometric and flat field correction, ortho and geo-rectification and visual colour applied).
- v. Provide image/data hosting services with user interface/download functionality, as well as offer an application programming interface (API).
- vi. Provide ongoing technical support/assistance, as required, to access user interface and set up API connection.
- vii. On a monthly basis, a client service representative must be available to call-in to a one hour monthly production meeting.

Phase 2 – Option period 1 (April 1st, 2020 – March 31st, 2021)

Phase 3 – Option period 2 (April 1st, 2021 – March 31st, 2022)

Phase 4 – Option period 3 (April 1st, 2022 – March 31st, 2023)

SW.4.2 Reporting Requirements

The Contractor will provide a monthly status report (if there has been activity) to the Project Authority on data collection activities, as well as post collection data processing, and highlight any issues/weather events that may impact the quality or timely delivery of data.



SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under the contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the project requirements outlined in Section 4 of this Statement of Work, the Contractor shall:

- Submit all documentation electronically in required format; and
- Attend/call-in to meetings with stakeholders at STATCAN, as required.

SW.5.2 STATCAN Obligations

STATCAN will provide:

- Statistics Canada will be responsible for developing the training data set,
- Identifying points of interest for tasking collection,
- Artificial intelligence/machine learning data processing of geospatial data,
- Data validation,
- Organizing production and ad-hoc meetings, and
- Conducting the pilot project evaluation.

SW.5.3 Estimated Period of the Contract

The estimated period of the contract is from date of Contract Award to March 31, 2020. Included are three (3) one (1) year options starting April 1, 2020.

SW.5.4 Location of Work, Work Site and Delivery Point

STATCAN shall not provide any office space for the Contractor to perform its services. The work will be delivered to STATCAN located at 100 Tunney's Pasture Driveway, Ottawa, ON. The deliverables may be completed at Contractor's place of business.

SW.5.5 Language of Work

The data files must be in English

SW.5.6 Environmental considerations

All projects should be delivered in an environmentally responsible manner, to the fullest extent possible. Clients and suppliers will be encouraged to transmit work requests electronically.

All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The contractor will provide proofs for client review and approval either on-screen or by e-mail, CD, DVD or zip file, wherever possible. Should printed material be required, double-sided format will be the default unless otherwise specified by the client.



ANNEX B - BASIS OF PAYMENT

The bidder must complete this pricing schedule and include it in its Financial Bid. Exclude HST (or PST/GST) as applicable from the unit price provided.

Contract Period from date of contract award to March 31, 2020

Data Product		Spectral Resolution	Optical/SAR	Minimum purchase per point of interest	Unit Price sq/km
High Resolution (HR)					
Very High Resolution (VHR)					
Pilot Project Geographies					
Category	Geocode	Name	Population	Area (sq/km)	Price
	11	Prince Edward Island	142,907	5,686	
CMA	35541	Kitchener – Cambridge - Waterloo	523,894	1,091	
CA	48830	Red Deer	100,418	105	
CSD	6204003	Iqaluit	7,740	53	

Project geographies are accepted as defined by the Standard Geographical Classification (SGC) 2016, published by statistics Canada. Maps for these areas are available at the following link:

<https://www150.statcan.gc.ca/n1/en/geo?MM=1&geotext=Canada%20%5BCountry%5D&geocode=A000011124>

HR Option Geography; includes low resolution change detection for all PEI + tip/cue at VHR
VHR Project Geographies: Kitchener – Cambridge – Waterloo – Red Deer - Iqaluit

This section is only applicable if the option to extend the Contract is exercised by STATCAN. During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Option to Extend the Term of the Contract

Option Period 1 from April 1, 2020 to March 31, 2021

Data Product		Spectral Resolution	Optical/SAR	Minimum purchase per point of interest	Unit Price sq/km
High Resolution (HR)					
Very High Resolution (VHR)					
Pilot Project Geographies					
Category	Geocode	Name	Population	Area (sq/km)	Price
	11	Prince Edward Island	142,907	5,686	
CMA	35541	Kitchener – Cambridge - Waterloo	523,894	1,091	
CA	48830	Red Deer	100,418	105	
CSD	6204003	Iqaluit	7,740	53	

Project geographies are accepted as defined by the Standard Geographical Classification (SGC) 2016, published by statistics Canada. Maps for these areas are available at the following link:

<https://www150.statcan.gc.ca/n1/en/geo?MM=1&geotext=Canada%20%5BCountry%5D&geocode=A000011124>



HR Option Geography; includes low resolution change detection for all PEI + tip/cue at VHR
VHR Project Geographies: Kitchener – Cambridge – Waterloo – Red Deer - Iqaluit

Option Period 2 from April 1, 2021 to March 31, 2022

Data Product		Spectral Resolution	Optical/SAR	Minimum purchase per point of interest	Unit Price sq/km
High Resolution (HR)					
Very High Resolution (VHR)					
Pilot Project Geographies					
Category	Geocode	Name	Population	Area (sq/km)	Price
	11	Prince Edward Island	142,907	5,686	
CMA	35541	Kitchener – Cambridge - Waterloo	523,894	1,091	
CA	48830	Red Deer	100,418	105	
CSD	6204003	Iqaluit	7,740	53	

Project geographies are accepted as defined by the Standard Geographical Classification (SGC) 2016, published by statistics Canada. Maps for these areas are available at the following link:

<https://www150.statcan.gc.ca/n1/en/geo?MM=1&geotext=Canada%20%5BCountry%5D&geocode=A000011124>

HR Option Geography; includes low resolution change detection for all PEI + tip/cue at VHR
VHR Project Geographies: Kitchener – Cambridge – Waterloo – Red Deer - Iqaluit

Option Period 3 from April 1, 2022 to March 31, 2023

Data Product		Spectral Resolution	Optical/SAR	Minimum purchase per point of interest	Unit Price sq/km
High Resolution (HR)					
Very High Resolution (VHR)					
Pilot Project Geographies					
Category	Geocode	Name	Population	Area (sq/km)	Price
	11	Prince Edward Island	142,907	5,686	
CMA	35541	Kitchener – Cambridge - Waterloo	523,894	1,091	
CA	48830	Red Deer	100,418	105	
CSD	6204003	Iqaluit	7,740	53	

Project geographies are accepted as defined by the Standard Geographical Classification (SGC) 2016, published by statistics Canada. Maps for these areas are available at the following link:

<https://www150.statcan.gc.ca/n1/en/geo?MM=1&geotext=Canada%20%5BCountry%5D&geocode=A000011124>

HR Option Geography; includes low resolution change detection for all PEI + tip/cue at VHR
VHR Project Geographies: Kitchener – Cambridge – Waterloo – Red Deer - Iqaluit



ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)