



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services 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 to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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 biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

| | | |
|--|--|---|
| Title - Sujet LiDAR & OLS - St. Anthony | | |
| Solicitation No. - N° de l'invitation EC373-210344/A | Date 2020-08-31 | |
| Client Reference No. - N° de référence du client EC373-21-0344 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$HAL-405-11054 | | |
| File No. - N° de dossier HAL-0-85041 (405) | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-17 | | Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Enquiries to: - Adresser toutes questions à: Kendell, Byron | | Buyer Id - Id de l'acheteur hal405 |
| Telephone No. - N° de téléphone (902) 497-5345 () | FAX No. - N° de FAX (902) 496-5016 | |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 1045 MAIN ST SAINT JOHN NEW BRUNSWICK E1C 1H1 Canada | | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation
EC373-210344
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
ha1405
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

Public Services and Procurement Canada (PSPC), on behalf of the Saint Anthony Airport Authority, requires the delivery of high quality, detailed and accurate LiDAR and digital imagery survey data for the Saint Anthony Airport in Saint Anthony, Newfoundland.

1.2 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.

1.3 Canadian Content

The requirement is limited to Canadian goods and services.

1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

*Bid Receiving PWGSC
1713 Bedford Row
Halifax, NS, B3J 1T3*

Note: For bidders choosing to submit using epost Connect, the email address is:

TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (902) 496-5016

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension (to be completed by bidder)

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

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

Work Force Adjustment Directive (to be completed by bidder)

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - 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 Nova Scotia.

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders 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 Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex D 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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 and financial 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

The Mandatory Technical Criteria are contained in Annex C – Technical Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria

The Point Rated Technical Criteria are contained in Annex C – Technical Evaluation Criteria.

4.1.2 Financial Evaluation

SACC *Manual* Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection – Minimum Point Rating

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 75 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Bidder certifies that:

A minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#). **YES () NO ()**

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, Example 2, of the Supply Manual.

5.1.2.1.1 Canadian Content Definition

SACC *Manual* clause [A3050T](#) (2020-07-01), Canadian Content Definition

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 provided 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 property 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

[A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

[A3010T](#) (2010-08-16), Education and Experience

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 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

Public Services and Procurement Canada (PSPC), on behalf of the Saint Anthony Airport Authority, requires the delivery of high quality, detailed and accurate LiDAR and digital imagery survey data for the Saint Anthony Airport in Saint Anthony, Newfoundland in accordance with Annex A – Statement of Work.

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Intellectual Property

Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from Contract award to 28 February, 2021, inclusive.

6.4.2 Delivery Date

All the deliverables must be received in accordance with Annex A – Statement of Work.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Byron Kendell
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-497-5345
Facsimile: 902-496-5016
E-mail address: byron.kendell@pwgsc.gc.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

The Project Authority for the Contract is (completed at contract award):

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
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 (completed by bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

TABLE A

Schedule of milestones relating to survey area data collection and delivery.

| Milestone No. | Description or "Deliverable" | Payment Amount |
|---------------|--|---------------------------------------|
| 1 | Delivery and acceptance of complete Orthoimagery. | 25% of total contract value |
| 2 | Delivery and acceptance of complete LiDAR data. | 25% of total contract value |
| 3 | Delivery and acceptance of final complete Obstacle Limitation Surface and Obstructions. Required on or before 28 February, 2021. | Remaining 50% of total contract value |

6.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using 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)

6.8 Invoicing Instructions

- 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.
- Invoices must be distributed as follows:

- a. The original and two (2) copies must be forwarded to the following address for certification and payment.

Public Services and Procurement Canada
Regional Director Corporate Services
PO Box 2247 Stn Central
Halifax, NS B3J 3C9

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 Nova Scotia.

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 2010C (2020-05-28);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*).

6.12 SACC Manual Clauses

G1005C (2016-01-28), Insurance – No Specific Requirement

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A

STATEMENT OF WORK

1. Introduction

Public Services and Procurement Canada (PSPC), on behalf of the Saint Anthony Airport Authority, is inviting proposals from qualified vendors to provide an Obstacle Limitation Surface and Obstruction Survey for the Saint Anthony Airport, Newfoundland and Labrador. The purpose of this project is to obtain high quality, detailed, and accurate LiDAR and digital imagery coverage of the site and produce an Obstacle Limitation Surface and all related products, and identify and quantify any obstructions to that surface.

The resultant products will be used by the Saint Anthony Airport for site assessment, mapping, and planning, regulatory and other activities.

2. General Requirement

2.1 Orthoimagery

PSPC requires a high accuracy, high resolution, true colour, orthorectified, geo-referenced imagery mosaic suitable for input into Commercial-Off-The-Shelf (COTS) Geographical Information System (GIS), desktop mapping, Computer Aided Drafting and Design (CADD), and other relevant applications.

2.2 LiDAR

PSPC requires high accuracy, high resolution, Light Detection and Ranging (LiDAR) data for input into Commercial-Off-The-Shelf (COTS) Geographical Information System (GIS), desktop mapping, Computer Aided Drafting and Design (CADD), and other relevant applications.

2.3 Obstacle Limitation Surface and Obstructions

PSPC requires a high accuracy, high resolution model of the Obstacle Limitation Surface (OLS) and any obstructions penetrating the surface, and any other relevant findings.

2.4 Professional Certification

The Obstacle Limitation Surface and any obstructions to that surface and any other pertinent products must be certified and signed by a Professional Engineer or Land Surveyor certified to practice in the province of Newfoundland and Labrador.

2.5 Site Location

See Appendix A for a map of the Saint Anthony Airport.

3. Detailed Requirement

3.1 Project Schedule

The required schedule is for data acquisition during the late summer/fall of 2020, without snow cover on the ground. The contractor shall determine local weather and site conditions to facilitate an appropriate data acquisition schedule.

3.2 Imagery Acquisition: Environmental Conditions

3.2.1 Atmospheric

Less than 5% cloud cover (or as appropriate)

High sun angle (greater than 30 degrees, or as appropriate)

Clear atmospheric conditions: no haze, smoke, dust, fog, precipitation or combination thereof, or other effects limiting visibility.

There will be no additional payment for any expenses incurred while waiting for acceptable atmospheric conditions.

3.3 Imagery Acquisition: Bands and Resolution

Imagery acquisition will be RGB colour or better, and at a Ground Sampling Distance (GSD) of 15 cm or better. Imagery shall be acquired such that there shall be no gaps or slivers between image tiles in the final mosaic. Imagery shall be acquired such that there shall be no smears or blurred imagery in the final mosaic.

3.4 Orthoimagery Deliverable: Bands and Resolution

The resultant mosaiced imagery shall be 15 cm per pixel or better, true colour or RGB, orthorectified, geo-referenced and seamless. Adjacent images used to develop the final mosaic shall be tone and contrast matched to give the appearance of a continuous image. There shall be no gaps or slivers between image tiles in the final mosaic, to give the appearance of a continuous image. There shall be no smears or blurred imagery in the final mosaic.

3.5 Orthoimagery: Accuracy

3.5.1 Horizontal: 0.75 m per pixel (95 percentile) or better, or as appropriate

3.5.2 The imagery shall be captured with a metric mapping camera calibrated using industry standards and certifications.

3.5.3 The imagery shall be compensated for all factors such as, but not limited to: terrain relief, lens distortion, and other camera and viewing angle parameters that affect the accuracy of the orthoimage.

3.6 Orthoimagery: Digital Format

3.6.1 A mosaic for the site is required delivered in the following formats.

- 3.6.1.1** Imagery shall be provided in uncompressed TIFF (not GeoTiff) format (.tif) with associated TFW (.tfw) files, in compressed MrSID format (.sid) with associated SDW (.sdw) files, and in compressed JPEG format (.jpg). Compressed ER Mapper (.ecw), JPEG 2000 (.jp2) or other no-loss compressed formats and any associated geo-referencing files may be substituted for MrSID after discussion with PSPC.
- 3.6.1.2** The TIFF and JPEG formats shall be readable by non-GIS Windows-based image viewers such as Windows Picture and Fax Viewer, Paint Shop Pro, IrfanView, etc and shall not contain any embedded 'Pyramid' schemes, over views or any other such artifacts.
- 3.6.1.3** The JPEG format shall have maximal quality and minimal loss, compression ratio shall be minimal or none. File size is not relevant.
- 3.6.1.4** The imagery may be provided as 1 km by 1 km coverage tiles with 10 m overlap, if appropriate.

3.7 Orthoimagery: Visual Quality Control

Prior to delivery a visual inspection of the image shall be performed by the contractor to verify the quality of the imagery. Items of particular concern include imagery of inconsistent tone relative to its surroundings and areas of apparently smeared or blurred imagery.

- 3.7.1** Linear features including, but not limited to, buildings, taxiways, roads, bridges, wharves, railways, and other structures shall appear straight or as smooth curves where appropriate and unwavering. Any anomalies that might occur during data capture or processing shall be corrected prior to delivery. Mismatching of linear features at seams shall not be noticeably visible and therefore not exceed 2x (two times) the pixel size.
- 3.7.2** Adjacent images used to develop the final mosaics shall be tone and contrast matched to give the appearance of a continuous image.
- 3.7.3** There shall be no gaps or slivers between image tiles in the final mosaic, to give the appearance of a continuous image.
- 3.7.4** There shall be no solar hotspots in the imagery.
- 3.7.5** Imagery shall be bright, with good contrast, and visually appealing without further adjustment.

3.8 LiDAR Acquisition: Environmental Conditions

3.8.1 Atmospheric

Clear atmospheric conditions: no significant haze, smoke, dust, fog, precipitation or combination thereof or other effects affecting data acquisition and accuracy.

There will be no additional payment for any expenses incurred while waiting for acceptable atmospheric conditions.

3.9 LiDAR Acquisition: Resolution

LiDAR acquisition shall be a minimum of 3 points per meter per swath, plus 50% side overlap, to reduce information missed due to shadowing and provide greater reliability in eliminating errant returns. LiDAR shall be acquired such that there shall be no gaps in the coverage.

3.10 LiDAR: Accuracy

3.10.1 Horizontal: 0.50 m per point (95 percentile) or better, or as appropriate

3.10.2 Vertical: 0.15 m per point (95 percentile) or better

3.10.3 The LiDAR data shall be compensated for all factors such as, but not limited to: terrain relief, sensor distortion, and other instrumentation and viewing angle parameters that affect the accuracy of the data.

3.11 LiDAR: Digital Format

3.11.1 LiDAR data for the site is required delivered in the following formats.

3.11.1.1 LiDAR shall be provided in LAS (.las) and ASCII (.asc) file formats.

3.11.1.2 LiDAR data shall be provided in two models, as a Bare Earth Terrain Model and as a Surface Elevation Model. The Surface Elevation Model will include the tops of buildings, tops of vegetation especially trees, tops of utility poles and towers, utility lines, etc.

3.11.1.3 LiDAR data sets can be provided as a single file to cover the area or as 1 km by 1 km tiles, as appropriate.

3.12 LiDAR: Visual Quality Control

3.12.1 Prior to delivery a visual inspection of the data as a 3-Dimensional Point Cloud shall be performed by the contractor to verify the quality of the LiDAR data. Items of particular concern include LiDAR point data of inconsistent height relative to its surroundings.

3.12.2 There shall be no noticeable gaps between points, to give the appearance of continuous surfaces.

3.13 LiDAR: Vertical Control Verification

3.13.1 LiDAR data processing shall be controlled by a minimum of 3 ground control stations, geometrically distributed throughout the site.

3.13.2 Processed LiDAR data vertical control shall be verified by comparison against a minimum of an additional 3 independent ground control stations. This comparison shall be documented comprehensively using industry standards.

3.13.3 LiDAR vertical control shall be referenced to the Airport Reference Point.

3.14 Coordinate Systems for LiDAR, Orthoimagery, Obstacle Limitation Surface, Obstructions and other products

The horizontal coordinates of the LiDAR, orthoimagery, Obstacle Limitation Surface, obstructions, and all other pertinent data and products shall be displayed in the North American Datum 1983 (NAD83) Canadian Spatial Reference System (CSRS) datum, and the 3 Degree MTM Zone 6 projection, in metres.

The vertical datum of all data and products will be Geodetic, referenced to CGVD28 and be relative to the Airport Reference Point, or to be determined by discussion.

4.0 Data Acquisition Mission Deliverables

The following items are required for each respective data acquisition mission.

4.1 Orthoimagery

4.1.1 One colour, orthorectified, geo-referenced image of the site. The image shall encompass the full extent of the airport infrastructure including the runway, the Obstacle Limitation Surface, and 500 metres beyond. The image shall meet all specifications described elsewhere in this document.

4.1.1.1 File Names

Image file names shall be unique throughout the contract and be formatted as: Saint Anthony Airport YYYYMMDD.extension where the YYYYMMDD is the date the image was captured.

For Example: Saint Anthony Airport 20191120.sid (.tif, .tiff, etc)

4.2 LiDAR Data

4.2.1 LiDAR data shall be provided in two models, as a Bare Earth Terrain Model and as a Surface Elevation Model. The Surface Elevation Model will include the tops of buildings, tops of vegetation especially trees, tops of utility poles and towers, utility lines, etc. The data shall encompass the full extent of the airport infrastructure including the runway, the Obstacle Limitation Surface, and 500 metres beyond. The data shall meet all specifications described elsewhere in this document.

4.2.1.1 File Names

LiDAR data file names shall be unique throughout the contract and be formatted as:

Saint Anthony Airport YYYYMMDD.extension where the YYYYMMDD is the date the data was captured.

For Example: Saint Anthony Airport 20191120.las (.asc, etc)

4.3 Flight Line Index Maps

An index map showing flight lines and image centres (imagery only) for both LiDAR and imagery acquisition. The maps are to be in three formats. The formats are paper

hardcopy, Adobe PDF (.pdf), and in a vector format wholly compatible with ESRI brand GIS software, typically a .shp file. The nominal map size is to be 8.5" x 11".

4.3.1 File Names

Flight line index map file names shall be unique throughout the contract and be formatted as: Saint Anthony Airport (Data Type) Flight Index.extension.

For Example: Saint Anthony Airport Imagery Flight Index.pdf (.shp)

For Example: Saint Anthony Airport LiDAR Flight Index.pdf (.shp)

For Example: Saint Anthony Airport Flight Indexes.pdf (.shp)

4.4 Orthoimagery Seam Map

A map showing the seam lines of the images used to create the mosaic of the site. The map is to be in three formats. The formats are paper hardcopy, Adobe PDF (.pdf), and in a vector format wholly compatible with ESRI brand GIS software, typically a .shp file. The nominal map size is to be 8.5" x 11".

4.4.1 File Names

Seam map file names shall be unique throughout the contract and be formatted as: Saint Anthony Airport Imagery Seam Map.extension.

For Example: Saint Anthony Airport Imagery Seam Map.pdf (.shp)

4.5 Mission Reports

A report for each data acquisition flight containing information including, but not limited to: flight date(s), flight time, weather conditions, data acquisition instrumentation, aircraft, navigational equipment, horizontal and vertical control parameters, problems encountered, and any other pertinent issues. Any Global Positioning System (GPS), Inertial Navigation System (INS), Inertial Measurement Unit (IMU), and any other navigational equipment calibrations, including pre- and post-flight calibration reports must also be included. A report must be submitted for each flight including those that are cancelled due to weather or other operational conditions or failed data acquisition, delayed flights, flights of extended periods due to operational issues, and successful flights. A typical report will be in the order of 2-5 pages plus any appendices. The final report layout will be determined through discussion after contract award. The report is to be in two formats. The formats are paper hardcopy and Adobe PDF (.pdf). A single report for all data acquisition flights during a single day is acceptable if all parameters are the same.

4.5.1 File Names

Mission report file names shall be unique throughout the contract and be formatted as: Saint Anthony Airport Flight Report.extension.

For Example: Saint Anthony Airport Flight Report.pdf (.shp)

4.6 Mission Reports: Delivery Media and Method

4.6.1 Digital information for each mission is to be delivered on external portable hard drives. PSPC is not responsible for the return of the external hard drives to the contractor unless otherwise negotiated. In addition to delivery by hard media, a web or ftp site may also be developed by the contractor for interim deliveries of digital data. Any such web or ftp site must be accessible by and approved by PSPC prior to use. PSPC can also make a secure ftp site available.

4.6.2 If digital data for more than one mission type is included in one delivery, the data for each mission should be in separate directories and sorted by data type.

4.6.2.1 Directory Names by Data Type

Directory names shall be unique throughout the contract and be formatted as: Data Type (Date).

For Example: LiDAR Nov 22 2019

For Example: Imagery Nov 23 2019

4.6.3 Hardcopy information is to be delivered by courier. One copy of each hardcopy deliverable is required unless stated otherwise.

4.7 Mission Reports: Delivery Schedule

4.7.1 All data shall be shipped in order to be received in the specified form within one (1) calendar month of successful flights or by the project completion date, whichever is first. Media must be delivered by courier or equivalent for next business day delivery.

4.7.2 Any processed data returned to the contractor because of deficiencies must be corrected and re-submitted within two (2) calendar weeks. Any report type data returned to the contractor because of deficiencies must be corrected and re-submitted within five (5) working days.

5. Project Deliverables

In addition to the Mission Reports and data outlined in Section 4, the following items are required for the project.

5.1 Obstacle Limitation Surface and Obstructions

A set of plans and 3 - Dimensional digital model of the Obstacle Limitation Surface and any obstructions (location and extent) to that surface, and any related products. Data to be in a vector, point, or other suitable format wholly compatible with ESRI brand GIS software, typically a .shp file, or suitable alternative determined by prior discussion with PSPC. Accuracy, resolution and precision of the measurements and results must match the parameters of the LiDAR and imagery data. The product must be professional and suitable for presentation to the St. Anthony Airport Authority and for determination in the field of the location of obstacles for their removal.

A sufficient number of any penetrations of the OLS shall be verified by the contractor in the field to provide confidence in the results. Plans and other documentation showing the verified penetrations shall be certified by a Newfoundland and Labrador Land Surveyor or Registered Professional Engineer in the Province of Newfoundland and Labrador. The penetrations to be verified shall give due consideration to the classification, disbursement, magnitude and extent of the penetrations, paying particular attention to man-made obstacles.

The obstructions will have attribution to indicate what the obstacle is. The attribution should include type of obstacle (shall include but not limited to Single Tree, Cluster of Trees, Utility Pole, Building, Other Structures, etc. See Appendix C for a sample set of plans.

Additionally, another obstruction model shall be created with a – 0.5m difference of the current OLS to indicate what features are in close proximity to the OLS. This is to identify potential future penetrations, especially by vegetation.

5.2 Derived Products

Any derived products used to develop the orthoimagery, LiDAR data, and OLS, including but not limited to: a Digital Elevation Model (DEM, DSM, DTM), horizontal and vertical control point data, and vector data. Data to be in a vector, point, or other suitable format wholly compatible with ESRI brand GIS software, typically a .shp file.

5.3 Project Status Reports – Acquisition of Imagery and LiDAR

The contractor shall notify PSPC regularly of upcoming flights, of any flight delays, within one day following a successful flight, status of data processing, of upcoming delivery time frames, overdue accounts and any other issues through project status reports.

Reports shall be bi-weekly or more frequent when necessary, even if the report just states “No Activity”. Reports are to be in MS Word and in Adobe PDF. The report will include all dates when data has been acquired, planned dates of flights, and data that has been processed. A specific report layout will be developed after contract award. A typical report will be in the order of 2-5 pages plus any appendices.

5.3.1 File Names

Project status report file names shall be unique throughout the contract and be formatted as: Project Status Report YYYYMMDD.extension where the YYYYMMDD is the date of the report.

For Example: Project Status Report 20191001.pdf(.doc)

5.4 Delivery Media and Method

5.4.1 Digital information comprised of large files is to be delivered on external portable hard drives. PSPC is not responsible for the return of the portable hard drives to the contractor unless otherwise negotiated. File sizes over 100 MB are to be delivered on external portable hard drive, not ftp, nor e-mail or similar technologies.

5.4.2 Digital information comprised of small files such as mission and monthly project status reports may be sent via e-mail. In addition to delivery by e-mail or hard media, a web or ftp site may also be developed by the contractor for project management purposes. Any such web or ftp site must be accessible by and approved by PSPC prior to use. PSPC can also make a secure ftp site available.

5.4.3 Hardcopy information is to be delivered by courier. One copy of each hardcopy deliverable is required unless stated otherwise.

5.5 Delivery Schedule

5.5.1 Preliminary deliverables of the imagery and LiDAR las files are due within 10 business days of the acquisition for initial quality check by PSPC.

5.5.2 Project deliverables shall be produced and delivered as appropriate. Weekly project reports are due at the PSPC office; due to the time pressures these reports are necessary and if not provided the contract will not be met. Media shall be delivered by courier or equivalent for next business day delivery.

5.5.3 Any data returned to the contractor because of deficiencies shall be corrected and re-submitted within two (2) calendar weeks. Any report type data returned to the contractor because of deficiencies must be corrected and re-submitted within five (5) working days.

5.5.4 All final deliverables must be complete by February 28, 2021.

6. Horizontal and Vertical Control

The contractor is responsible for all forms of ground, navigational, and data spatial control during data acquisition and processing.

6.1 It is anticipated the contractor will use Global Navigation Satellite Systems (GNSS), specifically the Global Positioning System (GPS), Inertial Navigation Systems (INS), and/or Inertial Measurement Unit (IMU) technology to control the aircraft and instrument platform location and attitude.

6.2 Local horizontal and vertical ground control may be available through local municipal and provincial agencies.

6.3 PSPC may use any available commercial or in-house background mapping for Quality Assurance purposes. If available, and subject to commercial data license agreements, PSPC may make copies of this data available to the contractor for processing and pre-delivery quality checking.

7. Airport Zoning Regulations and Boundaries

7.1 See Appendix A for the Airport Zoning Regulations and all related Airport Reference Point, Approach Surfaces, Transitional Surfaces, Inner Transitional Surfaces, Outer Surface, and all associated coordinate values and plans.

8. Flight Planning and Local Regulations

The contractor is responsible for all portions of flight planning, including but not limited to any necessary ground control, and any air space or other permits. The contractor must make their own appraisal of the infrastructure and resources required and the difficulties pertaining to the execution of the work, the severity, exposure and uncertainty of local weather conditions, and all other contingent matters.

9. Project Status Reports

The contractor shall notify PSPC regularly of any delays, status of data processing, of upcoming delivery time frames, overdue accounts and any other issues through project status reports.

Reports shall be weekly or more frequent when necessary, even if the report just states “No Activity”. Reports are to be in MS Word and in Adobe PDF. The report will include all dates when data has been acquired and data that has been processed. As well; any observations made during field verification of any obstacles that may not be indicated in the LiDAR and OLS model. This information will be in txt format (x,y and short description of the obstacle). A specific report layout will be developed after contract award. A typical report will be in the order of 2-5 pages plus any appendices.

9.0.1 File Names

Project status report file names shall be unique throughout the contract and be formatted as: Project Status Report YYYYMMDD.extension where the YYYYMMDD is the date of the report.

For Example: Project Status Report 20190801.pdf (.doc)

9.1 Final Project Summary Report

The contractor shall provide a Draft and Final Project Summary Report to PSPC. The report will include and not limited too; a summary of datasets used, a high overview of the workflow and any successes and/or failures throughout the project. As well, a summary of obstacles/obstructions found. Any lessons learnt as the contractor to improve the methodology, the level of effort to produce the OLS that could be applied to other Airport Authorities and future OLS surveys at Saint Anthony Airport.

10. Storage of Original Data

The contractor must keep on file any and all original, calculated, and processed data for the entire duration of the contract and for one year thereafter and make available copies of final deliverables to PSPC or the Saint Anthony Airport upon request if necessary.

11. Data Ownership

11.1 All data acquired and produced by the contractor under this contract will become the property of PSPC and the Saint Anthony Airport. All data procured by the contractor from third parties including but not limited to a Digital Elevation Model (DEM, DSM, DTM), horizontal and vertical control point data, and vector data for this contract will become the property of PSPC and the Saint Anthony Airport, notwithstanding data license agreements.

11.2 The re-use of data acquired and/or produced under this contract by the contractor for other projects, promotional materials or in any other form may or may not be given and will require the prior consent of the Saint Anthony Airport. Any such requests must be made through the PSPC Project Manager.

12. Project Start-up Meeting

There will be a dedicated Project Start-up meeting in Halifax at an agreeable time to PSPC and the contractor. PSPC will host the meeting in Halifax. The meeting will be approximately 2 hours in length. The contractor's project manager and technical specialist and PSPC's project manager and technical specialist will attend as a minimum. The contractor will develop Meeting Minutes / Record of Decisions for approval and distribution.

See Appendix B for meeting and project schedule.

13.0 Basis for Payment and Schedule

13.1 Payment Events and Conditions

13.1.1 Payment will be made only after successful delivery and acceptance of imagery, LiDAR data, OLS and obstructions, reports and other mission deliverables, and project deliverables such as the bi-weekly reports are up-to-date.

Payment can be made in increments and if so will be made as a ratio of 25% of the total contract value for delivery of the orthoimagery, 25% of the total contract value for delivery of the LiDAR data, and the remaining 50% of the total contract value for delivery of the final Obstacle Limitation Surface and obstructions.

13.1.2 There will be no additional payment for the Project Start-up Meeting.

13.2. There will be no additional payment for travel to and from the project site or for accommodations.

13.3 There will be no additional payment for any expenses incurred while waiting for acceptable atmospheric, ground cover, or any other conditions.

13.4 There will be no payment for flights cancelled due to operational, weather or any other conditions experienced by the contractor.

13.5 Any planned flights cancelled due to persistent inclement weather conditions must include a weather report for each day for the time period. The weather report must be from an authoritative source, such as Environment Canada and/or a local airport.

13.6 Multiple delays and cancellations of flights by the contractor for reasons other than valid inclement weather conditions will deem the contractor non-compliant. These reasons for delays and cancellations include but are not limited to: unavailability of aircraft or other equipment, unavailability of personnel, or non-operational equipment.

The contractor must have priority access to suitable equipment to ensure the mission takes the highest priority when flying conditions are acceptable.

Appendices

Appendix A: Obstacle Limitation Surface Runway 10-28

Appendix B: Project Schedule

Appendix C: Sample Plans - Obstacle Limitation Surface and Obstructions

Appendix 1 to Annex A

Obstacle Limitation Surface Runway 10-28

(see separate attachment)

Appendix 2 to Annex A

Project Schedule

| <u>Item Description</u> | <u>Date</u> |
|--|--------------------|
| Award Date (PSPC to provide various datasets) | September 16, 2020 |
| Project Start-up Meeting: Halifax | September 18, 2020 |
| Date to Collect Raw LiDAR (prior to snow cover in St. Anthony, NL) | October 9, 2020 |
| PSPC to review draft deliverables | February 1, 2021 |
| PSPC to review and acceptance of final deliverables | February 28, 2021 |

Appendix 3 to Annex A

Sample Plans - Obstacle Limitation Surface and Obstructions

(see separate attachment)

ANNEX B

BASIS OF PAYMENT

Please complete the following and submit with Bid.

Financial Bid

The price provided by the bidder must include all associated fees and all other costs associated with the successful execution of the work as described in Annex A – Statement of Work.

1.0 Obstacle Limitation Surface and Obstruction Survey (including Imagery and/or LiDAR acquisition)

A firm \$_____, exclusive of any applicable taxes, for the provision of all requirements as described in Annex A – Statement of Work, to include the Obstacle Limitation Surface and Obstruction Survey and all associated products.

All prices are in Canadian dollars, Goods and Services Tax or the Harmonized Sales Tax excluded, Canadian Customs Duties Taxes included.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

End of Basis of Payment

ANNEX C

TECHNICAL EVALUATION CRITERIA

1. Basis for Evaluation of Proposals

1.1 Mandatory Requirements and Scoring

The following information shall be provided to be considered as a valid proposal. The information shall be provided by written portfolios and resumes. Bidders will be scored on their responses up to the value indicated. A total of a minimum of 75 points is required to be considered a valid proposal. Proposals scoring 74 points or under will not be given further consideration.

1.1.1 Company Capability - 20 points

The Bidder shall outline the background and relevant experience/competence of their organization proven by similar or related work as related to the scope of services. At least 2 previous examples of related work in the last five (5) years shall be included in the proposal detailing tasks and deliverables, client(s), value of project, and success obtained. Also include contact information for the examples. The bidder shall also outline the background and relevant experience/competencies of sub-contracted personnel and/or organizations and also include contact information.

1.1.2 Project Management Organization and Project Team - 20 points

The Bidder shall supply details outlining the proposed management of the project and the demonstrated qualifications and experience of each member of the project team, including: position within the organization, relevant experience, education, etc. and demonstrated ability to control project costs and meet project schedules. Resumes of each member of the project team shall be provided including the Professional Engineer or Land Surveyor certified to practice in the province of Newfoundland and Labrador.

1.1.3 Workplan, Schedule, Level of Effort and Deliverables - 20 points

The contract is comprised of tight delivery schedules.

The Bidder shall provide their proposed workplan or Work Breakdown Structure (WBS), outlining all tasks to be completed to fulfill the requirements of the contract. The workplan must include a schedule for the completion of each task, the methodologies and technologies used such as aircraft, instrumentation, data production software, the level of effort devoted to each task (# of personnel, hours required) and the specific deliverable associated with the task. The Bidder shall state their instrumentation calibration standards including what industry certification standards they follow, the calibration schedule, and upon award supply the latest calibration results.

1.1.4 Work Feasibility, Approach and Methodology - 20 points

The contract is comprised of a high precision deliverable.

The Bidder must state their ability to meet each specification, preferably in an Item by Item format matching the Statement of Work. The Bidder's technical approach will be evaluated for feasibility, completeness, soundness and practicality of the proposed approach and methods for accomplishing the requirements.

In particular indicate the workflow (process) of how the LiDAR data is collected and processed to meet the required high probability of detection of obstructions.

1.1.5 Contingency Plan - 10 points

The requirement has a high element of risk of forecasting acceptable flying conditions and availability of aircraft, instrumentation, personnel and other pertinent resources, on a tight schedule. The Bidder shall provide and will be evaluated on their Contingency Plan and strategy.

1.1.6 Quality Management Plan - 10 points

The Bidder shall state their organization's Quality Management processes, if any.

ANNEX D to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts 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)

ANNEX E

INFORMATION FOR CODE OF CONDUCT CERTIFICATION

[PLEASE COMPLETE AND SUBMIT WITH BID]

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;
