

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**INVITATION TO TENDER  
APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et 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**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Legal Survey	
<b>Solicitation No. - N° de l'invitation</b> 23505-130294/A	<b>Date</b> 2012-12-07
<b>Client Reference No. - N° de référence du client</b> NRCAN	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-023-9636
<b>File No. - N° de dossier</b> EDM-2-35290 (023)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Taylor, Ian	<b>Buyer Id - Id de l'acheteur</b> edm023
<b>Telephone No. - N° de téléphone</b> (780) 497-3621 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES GOVERNOR BLDG 1093 STE 100 P.O.BOX 2380 IQALUIT Nunavut X0A0H0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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edm023

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## **PART 1 - GENERAL INFORMATION**

### **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: includes the certifications to be provided;
- Part 6 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, Workers' Compensation Board Mandatory Health and Safety, Mandatory Technical Criteria Evaluation and Inuit Opportunities Consideration.

### **2. Summary**

Natural Resources Canada requires the legal survey of a portion of the administrative boundary between the Northwest Territories and Nunavut Mining Districts, including the preparation of Survey Field Notes in plan form, digital files of the Field Notes and associated reports.

The period of the contract is from date of award to March 25, 2013.

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

This requirement is limited to Canadian goods and/or services.

This procurement is subject to the following Comprehensive Land Claim Agreement (CLCA): Nunavut Land Claim Agreement.

### **3. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$500,000.00 (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

### 2. Submission of Bids

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

### 3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

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

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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I:	Financial Bid	(1 hard copy)
Section II:	Inuit Opportunities Consideration Bid	(1 hard copy)
Section III:	Certifications	(1 hard copy)

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 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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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: Financial Bid

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

#### Section II: Inuit Opportunities Consideration Bid: (to be submitted under separate cover)

Bidders must identify the level and extent of Inuit involvement proposed for this project in accordance with Annex F – Inuit Opportunities Consideration.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including Inuit Opportunities Considerations and the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1. Mandatory Criteria**

- a. Compliant with ANNEX D - MANDATORY TECHNICAL CRITERIA EVALUATION. Bidders are required to complete the Mandatory Technical Criteria by checking off each criterion as being "meet" or "does not meet" and provide documentary proof as required. Bidders must "meet" all of the criteria. Any "does not meet" will result in the bid being found non-compliant.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

- a. The financial evaluation will be as per ANNEX B - BASIS OF PAYMENT.
- b. Bidders are required to indicate the total number of kilometers that can be surveyed in accordance to the Statement of Work and within the given budget.
  - i. The budget will be divided by the number of km to determine a total cost per km.
- c. Bidders must also complete the Milestone Payments schedule.

#### **1.3 Inuit Opportunities Consideration Evaluation**

Bidders have the ability to receive an evaluated price reduction through the provision of Aboriginal involvement in their proposal. A reduction of up to 20% may be applied to the total evaluated price per kilometer based on the provision of proof that your organization or service provided meets the criteria stated in ANNEX E - ABORIGINAL OPPORTUNITIES CONSIDERATION.

### **2. Basis of Selection**

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

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

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

### 2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to

meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 2.1 Federal Contractors Program - Certification - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, <http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html> S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site. [Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

## 2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

## 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:

1. an individual;
2. an individual who has incorporated;
3. a partnership made of former public servants; or
4. 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 FPS . It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act , 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act , R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

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

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

1. name of former public servant;
2. 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.

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## Work Force Reduction Program

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

If so, the Offeror must provide the following information:

1. name of former public servant;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### 2.3 Canadian Content Certification

**2.3.1** SACC *Manual* clause A3050T (2010-01-11) Canadian Content Definition.

**2.3.2** This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

### 2.4 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.

### 2.5 Education and Experience

SACC *Manual* clause A3010T (2010-08-16), Education and Experience

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## **2.6 Workers' Compensation**

At the request of the Contracting Authority, the Contractor must provide to the Contracting Authority, within the time period stated in the request, evidence of compliance with workers' compensation legislation applicable to the place of the Work as further detailed in Annex C. Failure to comply with the request of the Contracting Authority and to provide the above documents within the required time period will render the bid non-responsive.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's Inuit opportunities Consideration bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

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

#### 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

The period of the Contract is from date of Contract to March 25, 2013 inclusive.

### 4. Authorities

#### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ian Taylor  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 5th Floor, Telus Plaza North, 10025 Jasper Avenue, Edmonton, AB T5J 1S6  
Telephone: 780-497-3621  
Facsimile: 780-497-3510  
E-mail address: Ian.Taylor@pwgsc-tpsgc.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.

**4.2 Technical Authority**

The Technical Authority for the Contract is: (will be released at contract award)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical Authority named above 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 Technical Authority, however the Technical 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.

**4.3 Contractor's Representative (To be completed by the contractor and submitted at time of bid.)**

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**5. Payment**

**5.1 Basis of Payment**

a) For the Work described in Section 1 of the Basis of Payment, in Annex B:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$\_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

b) For the Work described in Section 2 and 3 of the Basis of Payment, in Annex B.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment Annex "B", to a limitation of expenditure of \$\_\_\_\_\_. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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## 5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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 percent committed, or
  - b. four (4) 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.

## 5.3 Milestone Payments

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 85 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-WR01, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed 15 percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form PWGSC-WR01 have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

## 5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0705C (2010-01-11), Discretionary Audit

## 6. 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) The original must be forwarded to the following address for certification and payment:

Invoices must be submitted using one of the following methods:

E-mail:  
Invoicing-Facturation@NRCan-RNCan.gc.ca

OR

Fax:  
1-877-947-9087

**Note:** Attach a "PDF" file. No other formats will be accepted.

**Note:** Use highest quality settings avail.

Please do not submit invoices using more than one method as this will not expedite payment. Invoices and all documents related to this contract MUST bear the following information:

(i) Reference #20130294

Any invoice relating to this contract not bearing the above number will be returned to the sender.

## 7. Certifications

### 7.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 7.2 Workers' Compensation

At any time during the Contract period, when requested by Canada, as well as before issuance of final payment, the Contractor must provide evidence of compliance with workers' compensation legislation applicable to the place of the Work as further detailed in Annex C, by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

### 7.3 SACC Manual Clauses

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

## 8. Applicable Laws

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

## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-11-19), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Workers' Compensation Board Mandatory Health and Safety
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

## 10. Foreign Nationals (Canadian Contractor)

*SACC Manual* clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

## 11. Insurance

*SACC Manual* clause G1005C (2008-05-12) Insurance

## 12. SACC Manual Clauses

A9068C (2010-01-11), Site Regulations

B6800C (2007-11-30), List of Non-consumable Equipment and Material

## **ANNEX A - STATEMENT OF WORK**

### **TABLE OF CONTENTS**

- 1. INTRODUCTION**
- 2. LOGISTICS AND RISK MANAGEMENT**
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Client Ref. No. - N° de réf. du client  
NRCAN

File No. - N° du dossier  
EDM-2-35290

CCC No./N° CCC - FMS No/ N° VME

**TITLE:** Legal survey of a portion of the administrative boundary between the Northwest Territories and Nunavut Mining Districts: SGB Reference Number 2012-20-017; File Number SM8465-3  
(Please quote this Reference number when writing)

**Note:** In order to fulfill the obligations outlined in the Nunavut Land Claims Agreement, the Inuit of the Nunavut Settlement Area must be given first consideration, and involved wherever possible, in providing personnel and support services associated with this project, and must be provided with on-the-job training. Documentary proof of first consideration must be provided.

\*\*\*\*\*

## 1. INTRODUCTION

Natural Resources Canada - Surveyor General Branch (Iqaluit) is responsible for the management of the legal survey of the administrative boundary of the Northwest Territories and Nunavut mining districts.

This requirement is to determine the length of a portion of administrative boundary that can be surveyed within a given budget of \$500,000.00.

PLEASE NOTE: Legal surveys and plan preparation must be completed in accordance with this Statement of Work, the General Instructions for Surveys of Canada Lands, e-Edition, the isolated boundary specifications for administrative boundary and the specific Survey Instructions.

## 2. LOGISTICS AND RISK MANAGEMENT

There are risks associated with field projects in isolated and remote locations. Risks should be fully understood and mitigation measures considered when planning field operations.

Logistical considerations may include but are not limited to: site access, altitude and distance restrictions, topography, ground and soil conditions (such as permafrost), transportation (helicopter/fixed wing aircraft-timing and safety), isolation, variable weather, downtime (weather/geomagnetic activity) and abatement procedures (wildlife).

Field Safety practices must include but are not limited to: a First Aid Kit designed for working in a remote location assigned to each Field Crew, and a communication and evacuation plan in place in the event of a health and safety emergency.

Health and Safety considerations may include but are not limited to: wildlife safety (polar bears), clothing, equipment, access to medical services, communication (emergency and daily use), and emergency evacuation procedures.

The surveyor should also consider and respect aboriginal culture, wildlife (polar bears/caribous/migratory birds) and land ownership when working within the Nunavut Settlement Area.

---

### 3. SCOPE OF WORK

The requirement is for the legal survey and demarcation of \_\_\_\_\_ kilometres (see \*note) of artificial boundary between the Northwest Territories and the Nunavut mining districts. The Scope of Work includes the preparation of Plan of Field Notes of Survey of Section 29 of the Canada Lands Survey Act, digital files of the Plan of Field Notes of Survey and the associated reports.

**\*NOTE: The length of the administrative boundary to be surveyed will be based on the bidders proposals. A contract may be awarded to the firm proposing the greater length of boundary to be surveyed.**

**The survey requires the on-site supervision of an experienced licensed Canada Lands Surveyor.**

### 4. PROJECT REQUIREMENTS

#### 4.1

The requirement is for the legal survey and demarcation of the administrative boundary shown on the sketch "Course C-B" (Attachment I), starting at Monument '3-1', Plan 99283 CLSR and going in an Easterly direction on the geodesic.

#### 4.2

The legal survey must be done in accordance with the Isolated Boundary Survey Specifications for Administrative Boundaries Northwest Territories & Nunavut (October 2010). If there are discrepancies between these specifications and this statement of work, the statement of work prevails.

#### 4.3

Survey monuments must be placed on the geodesic (ellipsoid GRS80 parameters NAD83) at intervals not exceeding 10 kilometres using the Geodetic Inverse and Direct Computation application "INDIR" from the NRCAN CSRS on-line tools website. The administrative boundary is to be straight lines between the survey monuments.

#### 4.4

No witness monuments will be placed. If it is not possible to post on the administrative boundary and/or at the specific location indicated on the sketch, a written authorization from the Technical Authority is required.

#### 4.5

The isolated boundary corners are to be established on stable ground (preferably bedrock) and must not be closer than thirty (30) metres of any water body (water body includes a lake, a canal, a reservoir, an ocean, a river and its tributaries and a wetland, up to the ordinary high water mark).

#### 4.6

The position of all monuments must be geo-referenced within the Canadian Spatial Reference System (NAD83 CSRS) to an absolute accuracy of 20 cm or better (95% confidence level).

#### 4.7

All required conversions from NAD'27 to NAD'83 datum must be done using NTV2 National Transformation software (Canadian Geodetic Service, Natural Resources Canada).

#### 4.8

Connections to previously surveyed boundaries must be made to those surveys which are located within 1 kilometre each side of the administrative boundary.

#### 4.9

When the administrative boundary intersects a surveyed active mineral claim, CLS'77 monuments must be placed. The boundary segments of such mineral claims straddling the administrative boundary must be fully re-traced and direct ties must be done between monumented intersections on any given lot. Sufficient monumentation of these lots must be surveyed such that closure requirements are met (to be checked and confirmed on the field).

#### 4.10

Main monuments must be the type shown in Attachment IV. These monuments are to be stamped "x - y" where "x" represents the particular line segment and "y" is a unique decrementing number. The line segment number(s) and number of commencement will be included in the specific survey instructions. Ancillary monuments must be CLS'77.

#### 4.11

Boundary markers must be a T-section, angle or similar type of fencing post about 1.5 m long firmly driven into the ground or cemented into a hole drilled in rock and must be augmented with the identification plaque type shown in Attachment IV. The boundary markers must be placed 0.3 metres off the main monuments (no markers to be placed on the ancillary monuments).

#### 4.12

Direct measurements between consecutive monuments of the administrative boundary must be done in order to allow eventual compilation of the field notes.

### 5. STATUTORY AUTHORITY. INSTRUCTIONS AND SPECIFICATIONS

#### 5.1

The Canada Lands Surveys Act, R.S. 1985, c. L-6 and the General Instructions for Surveys of Canada Lands, e-Edition;

English: <http://c1ss.nrcan.gc.ca/standards-normes/index-eng.asp>

French: <http://c1ss.nrcan.gc.ca/standards-normes/index-fra.asp?>

#### 5.2

Specific survey instructions obtained from Surveyor General Branch (Iqaluit) under the Canada Lands Surveys Act.

#### 5.3

The Territorial Lands Act, R.S.C. 1985, c. T-7 and the Northwest Territories Mining District and Nunavut Mining District Order, SI/2000-53;

#### 5.4

Isolated Boundary Survey Specifications for Administrative Boundaries, Northwest Territories and Nunavut (October 2010).

#### 5.5

Mackenzie Valley Resource Management Act, C.P. 1998-1493 [1998] and the Mackenzie Valley Land Use Regulations, SOR/98-429.

#### 5.6

Nunavut Impact Review Board (Nunavut Land Claims Agreement, Article 12) <http://nirb.ca>

**5.7**

Nunavut Water Board (Nunavut Land Claims Agreement, Article 13) <http://www.nunavutwaterboard.org>

**5.8**

The Digital Spatial File Specifications (Appendix E5) of the General Instructions for Surveys of Canada Lands, e-Edition.

English: <http://clss.nrcan.gc.ca/standards-normes/e5-v2-eng.asp>

French: <http://clss.nrcan.gc.ca/standards-normes/e5-v2-fra.asp>

**5.9**

NRCAN Canadian Spatial Reference System on-line tool "INDIR"

[Http://www.geod.nrcan.gc.ca/tools-outils/indir\\_e.php](Http://www.geod.nrcan.gc.ca/tools-outils/indir_e.php)

**6. LIAISON**

For survey matters on Canada Lands

Nancy Kearnan, C.L.S.

Deputy Surveyor General

Central and Eastern Arctic Office

Tel. 867-766-8530 Fax 867-766-8533

e-mail: Nancy.Kearnan@NRCAN-RNCAN.gc.ca

Land matters on Canada Lands (NWT):

Karen Polakoff

Manager, Lands Administration, NWT Region

Indian and Northern Affairs Canada

P.O. Box 1500,

Yellowknife, Northwest Territories, X1A 2R3

Phone: (867) 669-2670 Fax: (867) 669-2714

Land matters on Canada Lands (Nunavut):

Jeff Mercer

Manager, Lands Administration, Nunavut Region

Indian and Northern Affairs Canada

P.O. Box 2200

Iqaluit, Nunavut, XOA OHO

Phone: (867) 975-4280 Fax (867) 975-4560

**7. DELIVERABLES**

**Written communication is encouraged for all elements listed below.**

**Note: All written and verbal communication in regard to the deliverables must be directed to the attention of the Technical Authority.**

### 7.1 Mobilization Report (Milestone Payment)

A mobilization report must be submitted to the Technical Authority upon mobilization and must elaborate on logistics pertaining to Inuit, including training. It should also include, but is not limited to, the following:

- a) any deviation from the Contractor's proposal clearly identified;
- b) list of Inuit hired, list of Inuit businesses and services involved in the project;
- c) list of personnel on the job.

Documentation is required to prove employment of Inuit, and to prove involvement of Inuit businesses and services.

### 7.2 Progress and Status Report (Milestone Payment at end of field work)

A written progress and status report must be submitted to the Technical Authority weekly during the field survey. It must identify the progress and status of the project, any change in personnel, and problems (if any) encountered. "Certified correct", signed, dated and sealed copies of field records must also be provided for all milestone payments for fieldwork.

### 7.3 Demobilization Report (Milestone Payment)

A demobilization report must be submitted to the Technical Authority and must include, but is not limited to, the following:

- a) demobilization date;
- b) detailed logistics pertaining to Inuit;
- c) how compliance with the Operating Conditions of a Land Use Permit was achieved.

### 7.4 Downtime Report (Milestone Payment)

Charges for downtime are subject to the approval of the Technical Authority and any claim must be justified by a Downtime Report submitted to the Technical Authority which must include, but is not limited to, the following:

- a) breakdown of each day or portion thereof claimed, providing dates and reasons;
- b) breakdown of all resources associated with each day or portion thereof claimed, i.e., personnel, equipment, accommodation, transportation, etc.;
- c) supporting documentation, e.g., weather reports, flight tickets, etc.;
- d) GPS data for the project in Rinex format stored on CD or DVD for any downtime claim associated with ionospheric activity;
- e) detail with respect to downtime logistics pertaining to Inuit, including training.

**Please note: The Contractor must immediately inform the Technical Authority of any downtime due to poor weather conditions and must consult with the Technical Authority prior to demobilization due to extended poor weather conditions. Any downtime costs resulting from lack of backup equipment, loss of data or additional work caused by the absence of equipment calibration must be borne fully by the Contractor.**

### 7.5 Final Returns (Milestone Payment)

#### 7.5.1 Survey Report

1. A digital file in \*.pdf format containing a signed and certified correct copy of the survey report must be submitted for review.
2. The submission of the final survey report should be two bound paper copies (one original) and PDF files of the same.

In addition to the requirements prescribed in Chapters D15 and D13, General Instructions for Surveys, e-Edition, the report must include, but, is not limited to the following:

- a) general description of the project and area of the project, field procedures, and personnel, including the names and classification of the various persons involved, and the number of calendar person-days in each classification dedicated to the contract,
- b) listing of all used and unused monument numbers for the project,
- c) details of any unusual survey circumstances, how they were handled and reasons, e.g., conflicting evidence, ambiguous descriptions, departure from survey instructions, particular methods of monument re-establishment, etc.,
- d) colour photographs of any unusual circumstances concerning the boundary definition,
- e) should GPS equipment and GPS principles of operation be used, the following information must be included:
  - Description of the GPS measurement equipment, including the brand name and model;
  - Explanation of the complete GPS survey methodology used to perform the survey;
  - A summary and comments on the relative and absolute accuracies obtained throughout any portion of the survey;
  - Description of any problems encountered and how they were resolved; and
  - Final control network(s) design sketch.

### 7.5.2 Contract Report

A Contract Report - bound, signed, and dated - must be submitted as a paper copy and a PDF file to the Technical Authority. The report must include, but is not limited to, the following:

- a) project C.L.S. daily diary;
- b) a list of contacts and meetings held with local officials;
- c) an adjustment report.

An adjustment report must include, but is not limited to, the following:

- results of the unconstrained (free adjustment) and the constrained adjustment;
- list of final adjusted coordinates (geocentric X,Y,Z and lat/long/E-heights) for all established traverse points, control points and monuments;
- adjustment input and output listings/files;
- relative and absolute accuracies obtained throughout the survey and supporting statistics;
- statistical outlier tests of baselines residuals;
- length and azimuth of semi-axis of the absolute and relative 95% horizontal confidence regions. The relative confidence regions should be provided between all stations in the same parcel;
- map showing the processed baselines.

### 7.5.3 Inuit Involvement Report

Report is listing and outlining the extent and dollar value of Inuit involvement in providing personnel, benefits, services, training and equipment and a comparison to that proposed by the Contractor with an explanation for any deviation. Include all concerns which may interest the Inuit organization. This report should include all occurrences of communication with the Inuit organization. This report will be made available to the Inuit organization.

### 7.5.4 Official Field Notes in Plan Form (Milestone Payment)

- a) Prior to submission of the mylar original, one (1) signed paper print (folded) of each sheet of Final Survey Field Notes in plan form, one (1) \*.pdf file of the Field Notes, and Digital Spatial Files in accordance with Appendix E-5 of the General Instructions for Surveys of Canada Lands, e-Edition.
- b) NAD83 (CSRS) geographic coordinates (in arc seconds to 3-decimal places) and NAD83 (CSRS) UTM-grid coordinates (to the nearest centimetre) in tabular form on the plan for all monuments

placed by survey and also stations used for survey control. A combined scale factor, to 7 decimal places must be shown.

## **8. MATERIALS NOT PROVIDED**

**It is the Contractor's responsibility to purchase and obtain all boundary monument materials, reference posts and marker posts.**

## **9. PROVIDED MATERIALS & INFORMATION**

### **9.1 Attachments**

**Attachment I** Sketch

**Attachment II** List of Inuit Contacts/Services

**Attachment III** Survey fabric information - copies of CLSR plans relevant to this project.

**Attachment IV** Monument and Marker Plate Specifications

**Attachment V** Isolated Boundary Survey Specifications for Administrative Boundaries, Northwest Territories and Nunavut (October 2010).

The attachments listed above, are available to download on this FTP site:

Internet Address - <ftp://ntsgbftp.nrcan.gc.ca/>

User ID - sgb\_contractor

Password - Nunavut\$gb4

Directory - /Private/Outgoing/AdminBoundary

Sub-directory - 201220017

NOTE: the password is case sensitive.

One method of accessing the FTP site is as follows:

Open an internet browser and insert the internet address (<ftp://ntsgbftp.nrcan.gc.ca/>) in the navigation bar. At the FTP root, select "VIEW" from the pull down menu, then select "Open FTP site in Windows Explorer". At the Window opened, select "FILE" from the pull-down menu, then select "LOG IN AS". After entering the User 10 and Password, the Attachments are accessible by opening the Directory and Sub-Directory.

For further assistance please contact Kelly Morin at [Kelly.Morin@NRCAN-RNCan.gc.ca](mailto:Kelly.Morin@NRCAN-RNCan.gc.ca) or telephone at (867) 766-8523.

**The responsibility to obtain all required information related to this project remains with the Contractor.**

## **10. CONTACT WITH OTHER REGULATORY BODIES**

### **10.1**

The Contractor must ensure that any organization or local authorities which may have an interest in the project are contacted and made aware of the project and its location, dates, time frame, etc. These organizations and local authorities must include and are not limited to:

- Lands Director, Nunavut Tunngavik Inc.;
- Lands Director, Kivalliq Inuit Association;

- 
- Local Hunters and Trappers Organisations;
  - Head, Nunavut Client Liaison Unit, Surveyor General Branch;
  - Manager, Land Administration, Nunavut Regional Office, AANDC;
  - Manager, Land Administration, NWT Regional Office, AANDC.

## 10.2

Land Use Permits are required for camps and fuel caches on Canada Lands pursuant to the Territorial Land Use Regulations. It will be the Contractor's responsibility to notify the Project Authority as to the locations of fuel caches and camps and to strictly adhere to the regulations, including the removal of any fuel drums, if applicable.

## 10.3

Land Use Permits may also be required for this project pursuant to:

- the Land Use Terms and Conditions established by the regional Inuit Association. The Contractor will be responsible for obtaining such a land use permit, and for any costs associated with the permit, and for maintaining contact with the required authorities. Sufficient notice must be provided to the Inuit Association for processing such requests prior to field work.
- the Land Use Terms and Conditions established by the Mackenzie Valley Land and Water Board (MVLWB). The Contractor will be responsible for obtaining such a land use permit, and for any costs associated with the permit, and for maintaining contact with the required authorities. Sufficient notice must be provided to the MVLWB for processing such requests prior to field work.

## 11. **ACCEPTANCE CRITERIA**

The work must be performed to the satisfaction of and is subject to the acceptance of the Technical Authority. The responsibility for final accuracy and completeness of the survey and the returns rests with the Contractor. Any work which does not meet the standards and specifications contained in this Statement of Work, the General Instructions for Surveys of Canada Lands, e-Edition and the specific Survey Instructions will not be accepted.

## 12. **ADDITIONAL**

### 12.1

Prior to commencement of the survey, the Contractor and/or designated on-site supervising CLS must participate in a start-up meeting with the Technical Authority to discuss the details of the work and to finalize the scheduling.

### 12.2

The Contractor must immediately inform the Technical Authority and the Contracting Authority of any conflict arising between the Contract and any instruction contained in any other document incorporated into the contract by reference. In no event will Canada be responsible for any costs arising out of the Contractor's failure to give such prior notification to the Technical Authority or to the Contracting Authority.

## 13. **DELIVERY DATES**

The following is a summary of the delivery dates for this project:

### 13.1

Mobilization Report must be submitted within one (1) week of mobilization.

### 13.2

Progress Reports must be submitted weekly during the field portion of the project.

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**13.3**

Demobilization Report must be provided within two (2) weeks of demobilization from the field.

**13.4**

Downtime Report must be provided within two (2) weeks of demobilization.

**13.5**

Inuit Involvement Report must be provided within two (2) weeks of demobilization.

**13.6**

Fieldwork completed by March 15, 2013 - legal survey and demarcation of the administrative boundary.

**13.7**

Satisfactory returns of survey as per section 7.5 must be submitted no later than March 25, 2013. This includes signed paper prints of the Final Survey Field Notes in plan form.

**Note: The submission of all deliverables, including the Plan of Field Notes of Survey in digital form, must be directed to the attention of the Technical Authority. Digital submissions should be sent to the following email address - \_\_\_\_\_ (to be completed at contract award)**

**ANNEX B - BASIS OF PAYMENT**

**Instruction to Bidders:**

- Bidder is required to complete the below tables and submit completed tables with their bid.
- Bidder is required to indicate a length in kilometres they would be able to survey of the proposed administrative boundary.
- The Schedule of Payment must coincide with the proposed number of kilometers and the proposed contract value./
- Firm Unit pricing in Canadian Dollars.
- Firm Unit Prices do not include GST/HST. GST/HST will be added as a separate line item to any invoice issued as a result of a Contract (if applicable)

**FOR EVALUATION PURPOSES**

Item	Description	Number of km	Contract Value	Price per km
1	Legal Survey as outlined in Annex A	_____km	\$500,000.00	\$_____/km

**Schedule of Payment** (to be used in the resulting contract)

Following completion of the work, as described in this schedule, and the Technical Authority's acceptance of relevant requirements, as identified in the Statement of Work, "Annex A", payment will be made as detailed in: Section 1 for the Firm Price work; and, Sections 2 and 3 for ACLS Post Fees and Plan Fees and Downtime, if incurred and supported to the satisfaction of the Technical Authority.

Section 1			
Milestone	Amount Claimed	Holdback	Amount Due
	A	15% of A	85% of A
1. Mobilization Report (7.1 of the Statement of Work)	\$	\$	\$
2. Progress and Status (7.2 of the Statement of Work)	\$	\$	\$
3. Demobilization Report (7.3 of the Statement of Work)	\$	\$	\$
4. Downtime Report (7.4 of the Statement of Work)			
5. Final Returns (7.5 of the Statement of Work)	\$	\$	\$

6. Release of Holdback following acceptance of all contract reports/deliverables	\$	\$	\$
TOTAL FIRM PRICE (excluding estimated down time costs and Post Fees and Plan Fees)	\$	\$	\$

**NOTE: For projects with large field components bidders may wish to quote more than one field milestone payment. Other milestones cannot be amalgamated or separated. Altering the other milestones above may result in your bid being rejected.**

Section 2			
<b>ACLS POST FEES AND PLAN FEES</b>			
Payment will be made, at firm all-inclusive rates, for authorized actual costs incurred for ACLS Post Fees and Plan Fees, in accordance with the pricing schedule shown below.			
DESCRIPTION	ACLS FIRM RATE	ESTIMATED # OF UNITS	ESTIMATED COST
a) Survey Monuments (Posts)	\$8.00		\$
b) ACLS Plan	\$75.00		\$
TOTAL ESTIMATED COST:			\$

Section 3
<b>DOWN TIME</b>
In consideration of authorized down-time, payment must be made for 50% of "actual costs" incurred in accordance with the pricing schedule shown below. Complete Annex "B" (showing the pricing and quantity of down days), which will form part of any resulting contract.
Down-Time compensation will cover only 50% of the following "actual costs" : a) salaries and associated payroll cost, (excluding overhead); b) living expenses; c) rental charges for transportation and equipment
To be considered for reimbursement for each time that down-time is incurred, the Contractor must advise the Technical Authority as soon as possible (no later than three (3) working days from each down-day) of the amount and value of down-time being incurred. The Contractor is to submit a complete itemized report of down-time including costs, in accordance with this Annex, following the completion of the fieldwork (milestone #2).
Payment for down-time, or portion thereof, authorized by the Technical Authority, reasonably and properly incurred in the performance of the work, will be paid upon completion of demobilization. Payment will be in accordance with the following:

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Item and Actual Rate	Estimated Total
<b>a) Professional services at firm daily rates</b>	
Canada Lands Surveyor @ \$ /day	
Crew Chief @ \$ /day	
GPS Technician @ \$ /day	
Survey Technician @ \$ /day	
Inuit Assistants @ \$ /day	
Other @ \$ /day	
<b>b) Helicopter time at a firm hourly rate</b>	
__ hours @ \$ /hour	
__ hours fuel @ \$ /hour	
<b>c) Survey equipment at firm daily rates</b>	
GPS receivers @ \$ /each	
Field computer (including software) - @ \$ /each	
4 X 4 Vehicle @ \$ /each	
Other at...	
<b>d) Accommodations and meals at firm daily rates</b>	
__ # of persons in camp/town @ \$ /person/day	
Total maximum estimated cost for each down day	
Total estimated number of downdays	
<b>Total Estimated Cost For Downdays</b>	\$

<b>SUMMARY - ANNEX B</b>	
<b>Total Firm Price, Section 1</b>	\$
<b>Total Estimated Cost, Section 2</b>	\$
<b>Total Estimated Cost, Section 3</b>	\$
<b>Total Limitation of Expenditure (GST Extra)</b>	\$

## **ANNEX C - WORKERS' COMPENSATION BOARD MANDATORY HEALTH AND SAFETY**

*For work in the Northwest Territories or Nunavut:*

### **1. EMPLOYER/CONTRACTOR**

- 1.1 The Contractor must, for the purposes of the Safety Act and Regulations, Northwest Territories or Nunaut, and for the duration of the Work of the Contract, act as the Employer on the work site.

### **2. HEALTH AND SAFETY PROGRAM**

- 2.1 The Contractor must provide and maintain, for the duration of the Contract, one of the following:
- a) a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ);
  - b) a health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, unless none is required by law or the Contractor is exempt (has ten (10) or less employees), in which case the Contractor must still provide evidence to Canada of a system to manage health and safety.
- 2.2 Where the Contractor provides information pursuant to 2.1(b) above, it must also complete and provide to the Contracting Authority the Declaration as found in this Annex.

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**WCB DECLARATION**

DATE: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please indicate the applicable option:

[ ]

A) The Contractor is exempt from the Northwest Territories Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that the Contractor does not at the present time employ more than ten (10) full time employees, including those required on all current contracts for all clients.

Current number of full time employees: \_\_\_\_\_

**OR**

[ ]

B) The Contractor complies with the Northwest Territories Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that the Contractor does employ more than ten (10) full time employees, including those required on all current projects for all clients.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF CONTRACTOR SIGNING OFFICER

\_\_\_\_\_  
SIGNATURE

## ANNEX D - MANDATORY TECHNICAL CRITERIA EVALUATION

### Mandatory Technical Requirements at Solicitation Closing

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

1. At minimum, one (1) Canada Lands Surveyor (CLS), who is a licensed member of the ACLS, to be on site and in-charge of the entire project. **Documentary proof is required for each individual.**

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

2. The bidder is a valid permit holder pursuant to the Canada Lands Surveyors Regulations. **Documentary proof is required.**

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

3. Documentary proof that the Inuit of the Nunavut Settlement Area are given first consideration and involved wherever possible, in providing personal (at least one staff) and support services associated with this project, and must be provided with on-the-job training.

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

4. The bidder and on-site C.L.S. has experience working in northern and remote locations. Northern and Remote experience is experience gained on projects where the work site is isolated from essential services (medical, communication, food, accommodation and fuel) and the environment is challenging in regard to terrain, wildlife and weather. The bidder is required to provide a summary of experience.

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

5. SAFETY PROTOCOL

The following concerns must be complied with for the duration of this project.

- A helicopter must be on the site for emergency evacuation throughout the project.
- There must be alternate method(s) to ensure rapid air evacuation.
- All proposed staff must be trained in Arctic survival and First Aid.
- Portable shelters must be with each survey party at all times during the project.
- Satellite communication must be with the survey parties at all times during the project.
- Emergency GPS positioning beacons must be with the survey parties at all time during the project

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

6. Completion and Submission of Annex E.

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

## ANNEX E - INUIT OPPORTUNITIES CONSIDERATION

The following additional price reduction for Inuit benefits, allow the Bidder to provide a guarantee of Employee Content for the Nunavut Land Claims Agreement.

The contractor has the ability to receive an evaluated price reduction for their bid by meeting the Nunavut requirement. **FOR EVALUATION PURPOSES ONLY**, a reduction of up to 25% will be taken from the "total evaluated price" based on the provision of certification via signature below that your organization or service provided meets the Inuit opportunities benefit.

Inuit opportunities exist in the following components. Bidders are to check whether or not they are providing all or some of these components and are to provide support for each components offered.

Inuit Opportunities	Percent reduction	Yes	No
<p><b>Training:</b> The bidder has provided a commitment to provide a 2-day training program <b>and</b> daily on-the-job training.</p> <p><b>2-day training program (prior to the commencement of the work)</b>                      (a) <u>1-day Safety Training</u> to include                          (i) <i>Northern Safety Association</i> e-learning courses (i.e. WHMIS), and                          (ii) Company Health and Safety Procedures for Field Work North of 60                      (b) <u>1-day Surveying Training</u>,</p> <p style="text-align: center;"><b>and</b></p> <p><b>on-the-job training (following the commencement of the work)</b></p> <p>Note: the training (a) and (b) is to be conducted on two separate days.                      Note: the contractor must ensure access to safety equipment.</p>	5%		
<p><b>Employment:</b> The bidder has provided a commitment to use Inuit beneficiaries through Kivalliq Inuit Association in carrying out the work.</p> <p>"Field Team" = survey crew, chainsaw operators, laborers, cooks, machine operators and field office staff.</p>	>30% of field team = 15%		
<p><b>Transportation:</b> The bidder has provided a commitment to use Inuit transportation services which may include:</p> <p>Snowmobiles Boats</p>	5%		

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Fixed wing aircraft Helicopter or any other means of transportation			
<b>MAXIMUM TOTAL PERCENT REDUCTION</b>	<b>25%</b>		

**COMMITMENT OF INUIT BENEFIT CONTENT**

\_\_\_\_\_  
**(Name - Print)**

\_\_\_\_\_  
**(Signature of Authorized Officer of Business)**

\_\_\_\_\_  
**(Date)**

The Contractor certifies herein that its Guarantee of Inuit Benefits Content submitted with its bid is accurate and complete.