

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, B. C.
V6Z 2V8
Bid Fax: (604) 775-7526

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

Title - Sujet Survey of Wekellals Reserve No. 15	
Solicitation No. - N° de l'invitation 23267-130036/A	Date 2012-06-15
Client Reference No. - N° de référence du client 23267-130036	
GETS Reference No. - N° de référence de SEAG PW-\$XSB-005-6719	
File No. - N° de dossier XSB-2-35039 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-30	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Armstrong, Wendy	Buyer Id - Id de l'acheteur xsb005
Telephone No. - N° de téléphone (604) 775-7691 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES SURVEYOR GENERAL BRANCH 9700 JASPER AVE, STE. 605 EDMONTON Alberta T5J4C3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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 - Pacific
Region
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8

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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23267-130036/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xs005

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

23267-130036

File No. - N° du dossier

XSB-2-35039

CCC No./N° CCC - FMS No/ N° VME

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

Natural Resources Canada is seeking to establish a contract for a plan of survey of the exterior boundaries of Wekellals Indian Reserve No. 15, as defined in Annex "A", Statement of Work.

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.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (03-02-2012) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2. 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.

2.3. Enquiries - Bid Solicitation

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

2.4. Applicable Laws

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

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

3.1. Bid Preparation Instructions

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

Section I: Financial Bid (1 hard copy)
Section 11: 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

Section1: 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.

NOTE:

Availability of Funds

Contract award for any service listed in Annex A is subject to the availability of funds.

If no funding or partial funding is available in the 2012-13 fiscal year, the Crown request (company name) to hold all prices firm until March 31, 2013.

_____ (company name) will hold the prices firm until _____ (date).

Section 11: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Mandatory Technical Criteria :

The Proposals will be evaluated in accordance with the following criteria. Bidders are advised to address these criteria in sufficient depth in their proposals.

Any proposal which fails to meet the following Mandatory Requirements will be deemed non-compliant and will not be given further consideration. Each requirement should be addressed separately. **Bidders should check mark the appropriate column relative to compliance with each criterion and, where necessary, provide sufficient details to demonstrate that they meet the requirement.**

Item No.	Mandatory Requirements	Will Comply	Will Not Comply
a)	The Bidder must comply with Annex A 'Statement of Work' and Specific Survey Instructions		
b)	Propose a minimum of one (1) British Columbia Land Surveyor (BCLS), who is a member in good standing of the British Columbia Land Surveyors' Association and also a Canada Lands Surveyor (CLS), who is a licenced member of the association of Canada land Surveyors, to be on site and in charge of the entire project. The bidder must be a valid permit holder pursuant to the Canada Lands Surveyors Regulations.		
c)	The Bidder must include with their proposal, either a separate document or as part of the bid proposal in a distinct and clearly noted section, the firm's safety manual and/or safety procedures.		

2. Basis of Selection:

The selection of the supplier will be based on the lowest total assessed bid price that meet the mandatory requirements.

3. Evaluation of Price:

The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded, FOB destination for goods, Customs duties and Excise taxes included

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1. 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.

5.1.1 Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract 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. Any bids from ineligible contractors, including a bid from a joint venture will be declared non-responsive.

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 permanent full or part-time employees in Canada,
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared ineligible contractor by HRSDC, and has a valid certificate number as follows: _____

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

5.1.2 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 spending public funds. In order to comply with Treasury

Board policies and directives on contracts with FPS, offerors must provide the information required below.

5.1.2.1 Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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.

5.1.2.2 Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

5.1.2.3 Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee 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.

5.1.2.4 Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.1.3 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.

5.1.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

6.1. Security Requirement

There is no security requirement associated with the requirement.

6.2. Statement of Work

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

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (02-03-2012) Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4. Term of Contract

6.4.1 Period of the Contract

The period of the contract is from date of Contract to March 28, 2013 inclusive.

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Wendy Armstrong
Supply Specialist
Public Works and Government Services Canada
12th Floor, 800 Burrard Street
Vancouver, B.C. V6Z 2V8
Telephone: (604) 775-7691
Fax: (604) 775-7526

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:

Name: (to be inserted at time of award)
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

General Enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

Email address: _____

6.6. Payment**6.6.1 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 of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. See Annex B.

6.6.2 Downtime

Downtime is a period when regular field crew work is interrupted and the crew is inactive, due to Unforeseeable circumstances such as stormy weather or mechanical breakdown.

To be considered for reimbursement for each time that down-time is incurred, the Contractor must advise the Project 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 Annex B, following the completion of the fieldwork.

The Downtime certification is required to be signed by the Senior Financial Officer of the bidding firm and is to accompany Annex B.

6.6.3 SACC Manual clause H1000C (2008-05-12) - Single Payment**6.7. Invoicing Instructions**

The Contractor must submit Invoices in accordance with the information required in section 08, Invoice Submission, of the 2010A General Conditions - Goods or Services (Medium Complexity).

Invoices must be submitted to:

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

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

OR BY

Fax: 1-877-947-0987

Note: Use highest quality settings available

OR BY

Regular Mail:

Natural Resources Canada

Invoice Receipt/ Réception de factures

615, rue Booth Street, SSO-1-A, Room/pièce 147, OTTAWA, ON K1A0E9

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to this contract MUST bear the following information:

PO or Contract Number: To be assigned by PWGSC

PROJECT Number: 2012 10 027

6.8. Certifications

6.8.1 Compliance with the certifications 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 or 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.

6.9. Applicable Laws

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

6.10. 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 2010B (02-03-2012) Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Requirement;
- (e) the Contractor's bid dated _____

ANNEX "A"

STATEMENT OF WORK

1. INTRODUCTION

- 1.1 This project is a re-survey the exterior boundary of Wekellals Indian Reserve No. 15.
- 1.2 The SGB located in Vancouver, British Columbia will act as the Technical Authority.

2. SCOPE OF WORK

- 2.1. This work must be performed by a practicing British Columbia Land Surveyor and Canada Lands Surveyor (hereinafter referred to as the Surveyor).
- 2.2. The Surveyor will survey and prepare a separate legal survey plan for the following Kitamaat First Nation Indian Reserves: Wekellals No. 15
- 2.3. All surveys will be prepared in accordance with the specific survey instructions issued by the Surveyor General of Canada.
- 2.4. The Surveyor is responsible for obtaining copies of the all survey plans and records that may be required for this survey.

3. PROJECT REQUIREMENTS

- 3.1 The land surveyor must be present in the field during all survey work when evidence is established or assessed and when the natural boundary surveys are undertaken.
- 3.2 It is the responsibility of the Surveyor to perform all applicable research prior to any survey, including research of public land records for any third party interests and land title searches, and to obtain all requisite documentation pertinent to these interests and surveys.
- 3.3 Safe working practices must be followed. Provide proof of your safety program such as by presenting a Certificate of Recognition (COR).
- 3.4 The specific survey instructions and technical requirements are included in a technical information package which can be obtained from the following FTP server:
ftp://ftp.nrcan.gc.ca/ess/sgb_pub/wekellals (case sensitive)

ANNEX "B" BASIS OF PAYMENT

Firm Price Quote

Following completion of the work, as identified in the Statement of Work, "Annex A" and the Project Authority's acceptance of relevant requirements, payment will be made for the Firm Price work, if incurred and supported to the satisfaction of the Technical Authority.

Completion of the work will be the submission of a signed mylar or digital plan which is determined to be satisfactory by Canada

ANNEX B	
TOTAL FIRM PRICE (excluding estimated down time costs)	\$
HST	\$
Total	

Downtime

We certify that the "actual costs" quoted for down time represent our payroll costs only, for the proposed project, and that they are calculated without including overheads, profit or other allowances for each employee, in accordance with the following formula:

$$\frac{\text{annual salary} + \text{fringe benefits}}{\text{available days}^*}$$

Name of Senior Financial Officer (print)

Signature of Senior Financial Officer

* "available days" represents expected chargeable days, and can be calculated by using total number of paid days minus statutory holidays minus paid vacation or other time off for each employee.

NOTE:

Availability of Funds

Contract award for any service listed in Annex A is subject to the availability of funds.

If no funding or partial funding is available in the 2012-13 fiscal year, the Crown request (company name) to hold all prices firm until March 31, 2013.

_____ (company name) will hold the prices firm until _____ (date).

DOWN TIME RATES

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.

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 the fieldwork up to a maximum of 10% of the total contract value.

Payment will be in accordance with the following:

Item and Actual Rate Estimated Total	
a) Professional services at firm daily rates	
Canada Lands Surveyor @ \$ /day	
Crew Chief @ \$ /day	
GPS Technician @ \$ /day	
Survey Technician @ \$ /day	
First Nation Assistants @ \$ /day	
Other @ \$ /day	
b) Helicopter/Plan/Boat time at a firm hourly rate	
___ hours @ \$ /hour	
___ hours fuel @ \$ /hour	
c) Survey equipment at firm daily rates	
GPS receivers @ \$ /each	
Field computer (including software) - @ \$ /each	
4 X 4 Vehicle @ \$ /each	
Other at....	
d) Accommodations and meals at firm daily rates	
___ # of persons in camp/town @ \$ /person/day	