

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. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Legal Survey - Yukon	
Solicitation No. - N° de l'invitation 23428-120784/A	Date 2012-03-01
Client Reference No. - N° de référence du client 23428-120784	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-066-9317
File No. - N° de dossier EDM-1-34796 (066)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-20	
Time Zone Fuseau horaire Mountain Daylight Saving Time MDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lee, Mony	Buyer Id - Id de l'acheteur edm066
Telephone No. - N° de téléphone (780) 497-3535 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 225-300 MAIN ST WHITEHORSE YUKON Y1A2B5 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Period of the Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

List of Annexes:

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	Mandatory Technical Criteria Evaluation
Annex "D"	Aboriginal Opportunities Consideration

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into six (6) parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- 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 and any other annexes.

2. Summary

Natural Resources Canada requires the legal survey and demarcation of Part of Two (2) Rural Block parcels and three (3) Site Specific Parcels of Kluane First Nation Settlement Land located in Yukon Territory and the production of Plan and Field Notes of Survey prepared under Section 29 of the Canada Lands Surveys Act and associated reports.

The period of the contract is from date of award to February 11, 2013.

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

This procurement is subject to the following Comprehensive Land Claim Agreement (CLCA): Kluane First Nation Final Agreement under the Umbrella Agreement for Yukon First Nations

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

Bids can be submitted by fax at (780) 497-3510.

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

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: Aboriginal Opportunities Consideration Bid: (to be submitted under separate cover)

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 the Aboriginal Opportunities Consideration bid and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

(a) Compliant with Annex "C", Mandatory Technical Criteria Evaluation. Bidders are required to complete the Mandatory Technical Criteria by checking off each criterion as being "meet" or "doesn't meet" and provide documentary proof as required.

1.2 Financial Evaluation

Financial evaluation will be based on the total firm price (excluding estimated downtime costs and post fees and plan fees) as per Annex "B".

1.3 Aboriginal 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 based on the provision of proof that your organization or service provided meets the criteria stated in Annex "D" Aboriginal Opportunities Consideration.

2. Basis of Selection - Mandatory Technical Criteria

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 will be recommended for award of a contract.

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.

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.

1.1 Labour Rate Certification for Downtime

The following certification is required to be signed by the Senior Financial Officer of the bidding company.

We certify that the "actual costs" quoted for down time, in Section 3 of Annex "B", 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.

1.2 Federal Contractors Program for Employment Equity - \$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, 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, 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.

1.3 Former Public Servant Certifications

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, bidders must provide the information required below.

1.3.1 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) 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 a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

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

1.3.3 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.

1.3.4 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.

1.4 Canadian Content Certification

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

1.4.2 Canadian Content Certification - A3055T

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.

1.5 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, 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.

1.6 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's Aboriginal Opportunities Consideration bid entitled, " _____", dated _____.

1.1 Milestones/Deliverables

All milestones/deliverables shall be achieved/delivered as identified in the Statement of Work, Annex "A", attached to the resulting contract.

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2011-05-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

All of the work is unclassified and the contractor will not have access to any classified information.

4. Period of the Contract

The period of the contract is from date of award to February 11, 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mony Lee
Supply Specialist
Acquisitions, Western Region
Department of Public Works and Government Services
Telus Plaza North,
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6

TELEPHONE NO.: (780) 497-3535

FACSIMILE NO.: (780) 497-3510

E-mail address: mony.lee@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.

5.2 Technical Authority

The Technical Authority for the Contract is:

Solicitation No. - N° de l'invitation

23428-120784/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm066

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

23428-120784

File No. - N° du dossier

EDM-1-34796

CCC No./N° CCC - FMS No/ N° VME

to be named upon contract award

TELEPHONE NO.:

FACSIMILE NO.:

E-MAIL: _____

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.

5.3 Contractor's Representative

NAME.: _____

TELEPHONE NO.: _____

FACSIMILE NO.: _____

E-MAIL.: _____

6. Payment

6.1 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.

6.2 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.

6.3 Method of Payment

6.3.1. 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 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 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.

6.4 SACC Manual Clauses

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

7. 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:

Regular Mail:

Natural Resources Canada
Invoice Receipt/ Réception de factures
615, rue Booth Street
SSO-1-A, Room/pièce 147
OTTAWA, ON
K1A0E9

OR

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.

Solicitation No. - N° de l'invitation

23428-120784/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm066

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

23428-120784

File No. - N° du dossier

EDM-1-34796

CCC No./N° CCC - FMS No/ N° VME

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

- (i) Reference # _____
- (ii) Financial coding for the Holdback on this contract is _____

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

8. Certifications

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.

8.2 SACC Manual Clauses

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

9. Applicable Laws

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

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 2035 (2011-05-16), General Conditions - Higher Complexity Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated _____.

11. SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A9068C (2010-01-11), Site Regulations

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

G1005C (2008-05-12), Insurance

ANNEX "A" STATEMENT OF WORK

1.0 INTRODUCTION

As per the Umbrella Final Agreement - Council of Yukon Indians and Kluane First Nation Final Agreement, the Surveyor General has statutory responsibility for and control over all legal surveys described in Appendix "A" of the said Agreements. In the Yukon, the Surveyor General is represented by the Yukon Office of Surveyor General Branch (CCCM), Natural Resources Canada located in Whitehorse.

The survey requirements described herein are based on priorities identified by the Kluane First Nation Settlement Land Committee, in Consultation with the Yukon Government and the Council of Yukon First Nations (pursuant to s. 15.2.9 UFA) and have been endorsed by the Kluane First Nation.

Please note: Legal surveys, plan preparation and other required deliverables pertaining to First Nation Settlement Lands must be completed in accordance with this Statement of Work and those requirements outlined in the document titled, *Specifications and Guidelines for Legal Surveys and Plan Preparation for the Council of Yukon Indians Comprehensive Land Claim*, Version 1.16, dated April 27, 2010 (referred to herein as the Specifications). This document is available in digital and hardcopy format upon request from Surveyor General Branch (CCCM), Natural Resources Canada, Whitehorse, Yukon.

2.0 Scope of Work

The legal survey and demarcation of:

- Two (2) Rural Block Parcels of Kluane First Nation Settlement Land,
- Three (3) Site Specific Parcels of Kluane First Nation Settlement Land.

This survey project requires the on-site supervision of an experienced Canada Lands Surveyor who is a licensed member of the Association of Canada Lands Surveyors. The Contractor must be a valid permit holder pursuant to the Canada Lands Surveyors Regulations.

2.1 Survey & Plan Summary Requirements

In accordance with the *Appendix A* Settlement Land description and the *Appendix B* maps, Kluane First Nation Final Agreement, the survey and demarcation, and preparation of plan and field notes of survey are required for the following:

Parcel	Appendix B Map	Survey	Final Plan Product
Rural Blocks:			
R-3A	115G/1 & 115 G/2	Part of KFN R-3A: Survey of the Final Adjustment Boundary on KFN R-3A to achieve the total required quantum (area) of KFN Category A Settlement Land	Plan (partially compiled) and Field Notes of Survey of Lot 1021, Quad 115 G/1 No orthophoto product required.
R-5B	115 G/7	Part of KFN R-5B: Survey of the Final Adjustment Boundary on KFN R-5B in order to achieve the total required quantum (area) of KFN Category B and Fee Simple Settlement Land and Land	Plan (partially compiled) and Field Notes of Lot 1029, Quad 115G/7. No orthophoto product required.

		under Clause 4.1.1.1 (a) (being Burwash Landing Reserve No. 1 shown by Plan 97805 CLSR) .	The plan is to be compiled from field notes from this project and field notes of survey of part of R-5B recorded under Plan 95646 C.L.S.R. (1 sheet - orthophoto).
Site Specifics			
S-4B1	115 G/7	Approx. 2.0 ha parcel	Plan & Field Notes
S-28B1	115 F/16	Approx. 2.0 ha parcel	Plan & Field Notes
S-65B1	115 G/11	Approx. 2.0 ha parcel	Plan & Field Notes

3.0 Parcel Survey Requirements

The following is information pertaining to this project. Any specific requirements regarding these surveys and/or associated final deliverables are outlined in this part.

3.1 KFN Parcel R-5B

Legal Survey of KFN Settlement Land Parcel R-5B for KFN quantum of Category B, FS Settlement Land and Land Retained under Clause 4.1.1.1 (a) (being Burwash Landing Reserve No.1)

3.1.1 KFN Parcel R-5B is the designated adjustment parcel for the allocation of KFN Category B and Fee Simple Settlement Land and land retained under Chapter 4 (Sec. 4.1.1.1 (a) (being Burwash Land Reserve No. 1, locally known as Dalan).

Parcel R-5B was been surveyed in part and this project requires the completion of the survey of R-5B including the Final Adjustment Boundary. The survey of KFN R-5B is to be completed as outlined below.

3.1.2 The survey of Parcel R-5B may be controlled using either accurate Precise Point Positions (PPP) or using connections to Geodetic Survey Control markers. If accurate PPP positioning methods are used, then the standard deviations of the PPP positions must be less than 2 cm.

3.1.3 The survey must be integrated to NAD83CSRS (epoch2002) and in accordance to paragraph 59 of Chapter D1 (Official Surveys) of the General Instructions for Surveys (e-edition), which requires 20 cm absolute accuracy on all surveyed monuments;

And,

Any GPS control station, or other control station, established to position and control a boundary survey of a parcel, must be positioned to a relative accuracy of 0.10 metres at the 95% confidence level to the control used.

3.1.4 The Appendix A Settlement Land description for R-5B states that the parcel is to be adjusted pursuant to Clause 15.6.2 by way of adjustment of the northerly boundary of the parcel such that the total surveyed area of Category B and Fee Simple Settlement Land and land retained pursuant to Clause 4.1.1.1 (a) is 265.81 km².

The final surveyed (ground) area of KFN Parcel R-5B **shall be 26.85 km²** as outlined in the report by the Surveyor General Branch titled: *SGB Summary Report for KFN Category B & FS Settlement Land and Land Retained pursuant to Clause 4.1.1.1 (a), KFN Final Agreement*, which is included with the KFN Settlement Land Committee Agreement Document for the Category B/FS Settlement Land Adjustment on R-5B, a copy of which is supplied in the Map and Information Package.

3.1.5 The boundary of Parcel R-5B defined by Kluane Lake (natural boundary) is the only boundary of R-5B that has been surveyed. It is recorded under Plan 95646 C.L.S.R (1 orthophoto sheet).

The north-westerly boundary (i.e. the creek boundary) will not surveyed as part of this project, but rather, the remaining boundaries of R-5B shall be surveyed as shown by **SGB Sketch for KFN R-5B**, which forms part of the SLC Agreement Document included in the Map and Information Package.

3.1.6 The final adjustment boundary on R-5B consists of two artificial boundaries, one of which is a **flex boundary** as shown by SGB Sketch for R-5B. There is also a requirement to survey an artificial boundary, approximately 500 m in length, which connects the final adjustment boundary of R-5B to Kluane Lake. The survey of all remaining boundaries of R-5B are to made as shown by **SGB Sketch for KFN R-5B**.

3.1.7 These artificial boundaries are **not** Isolated Boundaries and they must be surveyed as Artificial Boundaries in accordance to the Specifications.

3.1.8 A digital file of Parcel R-5B showing the boudanries shown by the SGB Sketch for R-5B is provided in the Map and Information Package. This digital file must be verified by the contractor prior to its use for this project.

3.1.9 A Final Plan and Field Notes of Survey of Lot 1029, Quad 115G/7, KFN Settlement Land Selection R-5B is required. The plan is to be compiled from field notes from this project and field notes recorded under Plan 95646 C.L.S.R.

3.1.10 A statement in the plan legend is required indicating that the northerly boundary of KFN Settlement Land Selection R-5B is the Adjustment Boundary for quantum of KFN Category B and Fee Simple Settlement Land and Land Retained pursuant to Clause 4.1.1.1 (a) of the KFN Final Agreement and the surveys were made in accordance to Section 15.6.2, KFN Final Agreement and Appendix A, Settlement Land description for KFN R-5B.

3.2 KFN Parcel R-3A:

Legal Survey of KFN Settlement Land Parcel R-3A for KFN Quantum of Category A Settlement Land.

The survey of the final adjustment boundary on R-3A for KFN Category A Settlement Land quantum is to be surveyed as outlined below.

3.2.1 The survey control used or established during survey of R-3A shown by Plan 94220 C.L.S.R. must be used to georeference the survey of R-3A in this project.

3.2.2 This survey project must be integrated to NAD83CSRS (epoch2002) and in accordance to paragraph 59 of Chapter D1 (Official Surveys) of the General Instructions for Surveys (e-edition) which requires 20 cm absolute accuracy on all surveyed monuments established during course of the survey. Also, any GPS control station, or other control station, established to position and control a boundary of the parcel, must be positioned to a relative accuracy of 0.10 metres at the 95% confidence level to the control used.

3.2.3 The Appendix A Settlement Land description for R-3A states that: "*the parcel is to be adjusted pursuant to Clause 15.6.2 by way of adjustment of the easterly boundary of the Parcel, consistent with 9.4.0 of this Agreement, so that the total surveyed area of Category A Settlement Land of the Kluane First Nation is 250 square miles.*"

The total quantum of KFN Category A Settlement Land is to be 647.50 km² which is consistent with Clause 9.4.0 of Chapter 9.

The adjustment boundary of R-3A is also shown on KFN Appendix B map 115G/1 as being two artificial boundaries.

3.2.4 The total quantum of KFN Category A Settlement Land is 647.50 km² (250 sq. miles). The final required area of Parcel R-3A **must be 58.23 km²** (ground area) in order for KFN to obtain total quantum of Category A Settlement Land. This is outlined in the Surveyor General Branch report titled: *SGB Summary Report for the Approximate Adjustment for KFN Category A Settlement Land on KFN Parcel R-3A*, included with the KFN Settlement Land Committee Agreement Document, a copy of which is supplied in the Map and Information Package.

3.2.5 The survey of the final adjustment boundary on R-3A is to be surveyed as approximately shown by **SGB Sketch for KFN R-3A** such that the final surveyed area of R-3A is **58.23 km²** (ground area). A copy of SGB Sketch for R-3A forms part of the KFN Settlement Land Committee Agreement Document for Adjustment of Category A Settlement Land on R-3A, a copy of which is supplied in the Map and Information Package.

3.2.6 The boundaries are **not** Isolated Boundaries and must be surveyed as Artificial Boundaries in accordance to the Specifications.

3.2.7 Plot any significant creeks and road using either N.T.D.B. files or the existing digital orthophoto that was produced for the natural boundary of R-3A on the plan. A copy of the digital orthophoto of R-3A is provided in the Map and Information Package.

3.2.8 A digital file containing existing surveyed boundaries of KFN R-3A and the approximate position of the boundaries for survey in the project is supplied in the Map and Information Package. The digital parcel file for R-3A must be verified by the contractor prior to its use for this project.

3.2.9 There is to be a statement in the legend which states as follows: The easterly boundary of KFN Settlement Land Selection R-3A is the Adjustment Boundary for quantum of KFN Category A Settlement Land and the boundary was surveyed in accordance to the Appendix A Settlement Land description for Land Selection R-3A and pursuant to Section 15.6.2 of the KFN Final Agreement.

3.3 KFN Site Specific Parcels S-4B1, S-28B1 and S-65B1

3.3.1 S-4B1 and S-28B1

The survey of these Site Specifics parcels are to be made in accordance to the to Settlement Land Committee descriptions provided in the Map and Information Package and in accordance to the *Specifications and Guidelines for Legal Surveys and Plan Preparation for the Council of Yukon Indians Comprehensive Land Claim, Version 1.16, dated April 27, 2010.*

3.3.2 During survey of S-28B1, tie and show remnants of any camp located adjacent to the river, if any found.

3.3.3 S-65B1

i) The survey of S-65B1 was attempted in 2005 but was not completed due to concerns with the location of the parcel relative to the river. A copy of the filed survey report is supplied in the Map and Information Package.

ii) Survey S-65B1 as described in the Settlement Land Committee description. The area of the surveyed parcel will be less than the area listed in Appendix A.

iii) For S-65B1, the Old Alaska Highway Right-of-Way is to be reduced to 30 metres per the Appendix A Settlement Land description and SLC description. During survey, respect a 30 metre wide right-of-way for the Old Highway (establish limit 15 m from general centre line) and show any portion of the Old Highway R/W shown by Plan 40929 C.L.S.R. which falls within the parcel in phantom format. There is also a requirement to monument intersections of the Old Highway Right-of-Way with Parcel boundaries.

iii) The control used and established during the 2005 survey, including the derived coordinates (NAD83) for highway monuments and any established project control, may be used for this project; or, other control can be used and established.

iv) The survey of S-65B1 must be integrated to NAD83CSRS (epoch2002) and in accordance to paragraph 59 of Chapter D1 (Official Surveys) of the General Instructions for Surveys (e-edition), which requires 20 cm absolute accuracy on all surveyed monuments. This survey may be controlled using either accurate Precise Point Positions (PPP) or using connections to Geodetic Survey Control. If accurate PPP positioning methods are used, then the standard deviations of the PPP positions must be less than 2 cm. Also, any GPS control station, or other control station, established to position and the survey, must be positioned to a relative accuracy of 0.10 metres at the 95% confidence level to the control used.

3.4 Other General Information

1. The Surveyor General Branch Digital Cadastral Dataset for the area as shown in Zone 7, downloadable or viewed at <ftp://ftpyukonSGB.nrcan.gc.ca/GISData/Zone7>. The supplied digital cadastral data is subject to copyright to Natural Resources Canada.

2. Canada Lands Surveys Records information is available for viewing and downloading via Surveyor General Branch, Natural Resources Canada website at <http://clss.nrcan.gc.ca/>

3. At the time of survey, the Technical Authority will provide the Contractor with survey posts and marker posts. It is the responsibility of the Contractor to contact the Technical Authority to arrange for pick-up of these materials in Whitehorse. Any unused posts must be returned to the Technical Authority, to the origin of pick-up upon completion of the fieldwork, at the Contractor's expense.

4. It is the responsibility of the Contractor 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.

4. First Nation Suppliers List and Map and Information Package

A First Nation Suppliers List and a Map and Information Package (Attachments), is available for download or viewing at <ftp://ftpyukoncccm.nrcan.gc.ca/Map&Info Packages/> KFN 201117143. If you require a disc of the package please contact the Surveyor General Branch, Department of Natural Resources Canada to request the package.

Solicitation No. - N° de l'invitation

23428-120784/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-1-34796

Buyer ID - Id de l'acheteur

edm066

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

23428-120784

CCC No./N° CCC - FMS No/ N° VME

Costs will be borne by the Bidder for a disc. Charges are in accordance with Surveyor General Branch rates.

There is a \$25.00 charge for the Map and Information Package disc pertaining to this project, except for shipping charges.

To submit an order request, contact John Carney, *Surveyor General Branch at Phone: (867) 667-3953; or Fax: (867) 393-6709. jcarney@nrca.gc.ca*

The following information is required:

for shipping purposes:

- Company Name, phone number, fax number and E-mail address (if available).
- Identify a person to receive the package

For new bidders:

- Identify method of shipment
- Identify the preferred method of payment (Visa, Master Card).

4.1 Kluane First Nation Suppliers List

In accordance with section 15.7.2 of the Umbrella Final Agreement, the First Nation Suppliers List is supplied as a method to provide the First Nation economic opportunity and benefits associated with this Work. The First Nation Suppliers List is comprised of a list of Kluane First Nation People and Kluane First Nation Businesses interested in providing technical and support services associated with this Work.

4.2 Map and Information Package

This package is comprised of a set of Attachments which contain copies of the official descriptions for the First Nation parcels and other additional information considered pertinent to the surveys outlined in Part 2, Scope of Work.

The Map and Information Package for this project consists of the following:

CD containing the following:

Note: For Canada Lands Surveys Records products (C.L.S.R. Plans), these can be viewed on-line or downloaded at the following address: <ftp://ftpyukonSGB.nrcan.gc.ca/Map&InformationPackages/KFN201117143>

- | | |
|---------------|---|
| Attachment 1: | Appendix B Maps, KFN Final Agreement |
| Attachment 2: | Appendix A, Settlement Land Descriptions |
| Attachment 3: | KFN Settlement Land Committee Descriptions for Site Specifics |
| Attachment 4: | NRCAN Photos of Project Parcels |

Attachment 5: SGB Summary Report for Approximate Adjustment on KFN R-3A for Category A Settlement Land

And

SLC Agreement Document on KFN R-3A for Adjustment of Category A Settlement Land

Attachment 6: SGB Summary Report for Approximate Adjustment on KFN R-5B for Category B & FS Settlement Land

and

SLC Agreement Document on KFN R-5B for Adjustment of Category B & FS Settlement Land

Attachment 7: SGB Digital Parcel Files for KFN Parcels R-3A and R-5B

Attachment 8: Digital Orthophotos for KFN R-3A and KFN R-5B

5.0 Statutory Authority, Instructions and Specifications

- The Canada Lands Surveys Act & the General Instructions for the Surveys of Canada Lands, e-Edition.
- The official Survey Instructions issued by the Surveyor General of Canada Lands.
- The Umbrella Final Agreement - Council for Yukon Indians
- Kluane First Nation Final Agreement
- Territorial Land Use Regulations.
- Accuracy Standards for Positioning, Version 1.0, September 1996, Geodetic Survey Division, Natural Resources Canada.
- Specifications and Guidelines for Legal Surveys and Plan Preparation for the Council of Yukon Indians Comprehensive Land Claim, Version 1.16, dated April 27, 2010, Surveyor General Branch, Natural Resources Canada, Yukon.

6.0 Liaison

6.1 Brian Thompson, C.L.S.
Head, Cadastral Services
Canada Centre for Cadastral Management
Natural Resources Canada
225-300 Main Street
Whitehorse, Yukon
Y1A 2B5
Phone: (867) 667-3954, Fax: (867) 393-6709
(Contact for Regulatory survey matters)

6.2(a) George Johnson
Lands Manager
Kluane First Nation
Box 20
Burwash landing, Yukon
Y0B 1V0
Phone: (867) 841-5501
Fax: (867) 841-5900
lands.managerkfn.ca@kfn.ca
(Contact for KFN Lands matters)

6.2 (b) Gord Tomlinson
Executive Director

Kluane First Nation
Box 20
Burwash landing, Yukon
Y0B 1V0
(867) 841-4274
FAX 841-5900
(Contact for Kluane First Nation member employment or involvement matters)

6.3 Michael Draper
Lands Management Branch
Energy, Mines & Resources
Yukon Government
345-300 Main St.
Whitehorse, YT. Y1A 2B5
Phone: (867) 667-3185
(Contact for YG Lands & Land Claims Related matters)

7.0 Summary of Contract Deliverables

The following is a summary of the contract survey deliverables required for this project. The requirement for timing of delivery of these deliverables is associated with milestones.

7.1 Milestone 1

(a) Initial Submission of Digital Orthophotos and OHWM of Natural Boundaries, if applicable to the Project

As per section 8.2.01 of the Specifications, it is recommended that the Contractor prepares any digital orthophoto product and digitally capture any OHWM of any natural boundaries for review with the Technical Authority prior to commencement of the fieldwork.

(b) Preparation and Mobilization

A Mobilization Report must include, but is not limited to, the following:

1. A List of all Personnel working on the project. The Contractor must provide a separate list of First Nation personnel, First Nation Businesses being utilized; and any First Nation goods or services that have been purchased, rented or utilized on this project. This information will be provided to the First Nation government.
2. Any deviation from the Contractor's proposal must be clearly identified and reported on, with explanation, in this Report.

7.2 Milestone 2 - Field Work

Upon completion of the fieldwork portion of this project the Contractor must:

1. Notify the Technical Authority of completion of the fieldwork portion of the project immediately upon completion or demobilization.
2. Submit daily diary sheets and certified copies of field records. Field Records must be organized and indexed according to the Land Selections and Roads/Highways surveyed.

7.3 Milestone 3 - Demobilization and Final Report of Kluane First Nation Involvement

1. A Final Report of Kluane First Nation Involvement in this project is to be provided within two weeks of completion of the fieldwork portion of the project.
2. The First Nation Involvement Report must be a separate, **stand-alone Report** and is not to form part of any other Milestone report such as completion of fieldwork.
3. The Final Report of Kluane First Nation Involvement must provide a clear and comprehensive breakdown of the extent and actual costs of Kluane First Nation involvement in the provision of technical and support services (as referenced in the Agreement). It must provide a comparison to what was originally proposed by the Contractor.
4. The report is also to include information on the Kluane First Nation training component such as the level of training received by Kluane First Nation employees and it must provide a comparison to that originally proposed by the Contractor.
5. An explanation for any variance between that originally proposed by the Contractor and that which was utilized during the project must be provided.
6. Any concerns or suggestions that the Contractor may have should also be noted in this report.
7. A copy of this report will be provided to Kluane First Nation.

7.4 Milestone 4 - Submission of Deliverables

The Surveyor General Branch will create a MyCLSS project under the Surveyor's name when survey instructions are issued. The Surveyor shall create a document in this MyCLSS project for each plan prepared under the contract. The Surveyor shall complete a checklist for each plan and submit an ACLS Plan and Monument Assessment fee for each plan using MyCLSS.

Final returns (deliverables), suitable for recording in the C.L.S.R., and any other products produced as part of the work, shall consist of the following:

a) Plan and Field Notes:

1. Submit the original and two (2) folded prints of Plan and Field Notes of Survey in the format specified in section 4 of the Specifications. The prints are to be signed, dated and sealed.

b) Field Notes of Survey:

Submit the original Field Notes of Survey only. No prints are required.

c) Additional Deliverables for Plan and Field Notes and Field Notes of Survey Only Products (if applicable):

1. The original and two (2) copies of the Final Survey Report and Supplementary Field Notes covering all aspects of the survey(s) as specified in section 5 of the Specifications. The original and the 2 copies of the report must be submitted in 3 ring binders.
2. Final Survey Reports and final digital returns are to be submitted in accordance to section 6 of the Specifications. Submit any digital files of OWHM and road centre lines as per Section 5.2.8. (iv) of the Specifications.

3. Colour photographs in the format specified in section 5.2.6 (IV) of the Specifications. Key photographs must be included in the Survey Report and a copy of any additional photographs shall be submitted in separate binder or in digital format.

4. Any other products supplied or produced as part of the work under the contract.

8.0 Contractor's Meetings

8.1 Meeting with Technical Authority

Prior to commencement of the field surveys, the Contractor must attend a meeting with the Technical Authority in Whitehorse. The Contractor is to be prepared to discuss details related to the project, including any clarifications that the Contractor may have that relate to the definition of boundaries.

The Contractor is to reserve one day for consultation with the Technical Authority.

8.2 Meeting with the First Nation Government

The Contractor must be available to meet with Kluane First Nation prior to commencement of the survey. The meeting may address such items as the Kluane First Nation Suppliers List and information concerning the Contractor's Kluane First Nation Involvement Plan. This is to assist Kluane First Nation in the organization and coordination of Kluane First Nation resources, its citizens, and the community in general, which may be involved in various activities, including the surveys. Any such arrangements are to be made with the Kluane First Nation Contact Person identified in Part 5.2 herein.

9.0 Equipment Requirements

The Contractor agrees to use calibrated equipment and to provide calibration reports upon request and to maintain all equipment in proper order to provide security of data. Downtime resulting from lack of backup equipment, loss of data, or rework caused by the absence of equipment calibration is at no cost to the Crown. All such costs must be borne fully by the Contractor.

10.0 Accuracy Criteria

The responsibility for final accuracy of the results rests with the Contractor. Any work which does not meet the standards contained in the Manual of Instructions for the Survey of Canada Lands, Third Edition, the Statement of Work and the Specifications, will be redone by the Contractor at no expense to the Crown.

11.0 General Reporting Requirements

1. The Contractor must report to the Technical Authority, within 3 working days, any variance during execution of the project from the Contractor's technical proposal and First Nation involvement proposal and document these variances with explanation.

2. The Contractor must report to the Technical Authority, within 3 working days, any replacement or change in personnel during the project. Any change or replacement of Kluane First Nation personnel or any change to the method of hiring must also be reported to the Technical Authority. For replacement of First Nation personnel, first priority must be given to Kluane First Nation people.

12.0 Delivery Dates for Deliverables

All contract deliverables are to be submitted to the Technical Authority according to the following

Milestone Schedule:

12.1

Milestone #1 - Mobilization Report

The Mobilization Report must be submitted within one week of mobilization.

12.2

Milestone #2 - Fieldwork

The fieldwork for this work cannot commence until April 1, 2012.

The fieldwork portion of this work must be completed by **November 30, 2012**.

12.3

Milestone #3 - Demobilization and Final Report of First Nation Involvement

The Final Report of Kluane First Nation Involvement must be submitted to the Technical Authority within **two weeks** of completion of the fieldwork.

12.4

Milestone #4 - Final Submission of Deliverables

All Final Deliverables must be submitted to the Technical Authority by **February 11, 2013**.

Solicitation No. - N° de l'invitation
23428-120784/A

Amd. No. - N° de la modif.
EDM-1-34796

Buyer ID - Id de l'acheteur
edm066

Client Ref. No. - N° de réf. du client
23428-120784

File No. - N° du dossier
EDM-1-34796

CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"

BASIS OF PAYMENT

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	10% of A	90% of A
1. Mobilization Report	\$	\$	\$
2. Field work	\$	\$	\$
3. Demobilization and Final Report of First Nation Involvement	\$	\$	\$
4. Final Deliverables	\$	\$	\$
5. 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			
ACLS POST FEES AND PLAN FEES			
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) Plan Stickers	\$50.00		\$
TOTAL ESTIMATED COST:			\$

Section 3

DOWN TIME

In consideration of authorized down-time, payment shall 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:

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 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	
Total maximum estimated cost for each down day	
Total estimated number of downdays	
Total Estimated Cost For Downdays	\$

Solicitation No. - N° de l'invitation

23428-120784/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm066

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

23428-120784

File No. - N° du dossier

EDM-1-34796

CCC No./N° CCC - FMS No/ N° VME

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

ANNEX "C"

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 given no further consideration.

1. Propose a minimum of 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 _____ DOESN'T MEET _____

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

MEET _____ DOESN'T MEET _____

3. Documentary proof that Kluane First Nations businesses and People were given first consideration in providing technical and support services associated with the work.

MEET _____ DOESN'T MEET _____

4. Completion and Submission of Annex "D".

MEET _____ DOESN'T MEET _____

ANNEX "D"**ABORIGINAL OPPORTUNITIES CONSIDERATION**

The following additional price reduction for aboriginal benefits, allow the Bidder to provide a guarantee of Employee Content for any or all of the following Comprehensive Land Claims Agreements that they can support.

The contractor has the ability to receive an evaluated price reduction for their bid by meeting the aboriginal requirement. **FOR EVALUATION PURPOSES ONLY**, a reduction of up to 20% 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 aboriginal benefit.

Aboriginal 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.

A) Kluane FN

Aboriginal Opportunities Consideration	Percent reduction	Yes	No
Training: The bidder has provided a commitment with respect to a 1 day training program prior to the commencement of the work and daily on-the-job training.	5%		
Employment: The bidder has provided a commitment to use Kluane FN beneficiaries, or if none available, Champagne and Aishihik FN beneficiaries in carrying out the work.	>30% of field team = 11% <30% but > 20% = 6% <20% but > 10% = 1%		
Transportation: The bidder has provided a commitment to use the following Yukon First Nation transportation services: Capital Helicopters Ltd. Or Trans North Helicopters Ltd.	3%		
Goods or Services: The bidder has provided commitment to rent chain saws from the beneficiaries hired:	1%		
MAXIMUM TOTAL PERCENT REDUCTION	20%		

COMMITMENT OF ABORIGINAL BENEFIT CONTENT_____
(Name - Print)_____
(Signature of Authorized Officer of Business)_____
(Date)

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