



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 of the Boundaries of T | |
| Solicitation No. - N° de l'invitation 23429-140227/A | Date 2014-01-13 |
| Client Reference No. - N° de référence du client NRCAN | GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-305-10095 |
| File No. - N° de dossier EDM-3-36188 (305) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-29 | |
| Time Zone Fuseau horaire Mountain Standard Time MST | |
| F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Campbell (EDM), Brad | Buyer Id - Id de l'acheteur edm305 |
| Telephone No. - N° de téléphone (780) 497-3911 () | FAX No. - N° de FAX (780) 497-3510 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 5101 50TH AVE 4TH FL. P.O.BOX 668 STN MAIN YELLOWKNIFE Northwest Territories X1A2N5 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 |

TITLE: Legal Survey of the Boundaries of Tlicho Lands, Tlicho Land Claim**SGB Reference Number 2012-18-006, NT; File Number SM8272-7****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. Former Public Servant
4. Enquiries - Bid Solicitation
5. 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. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Foreign Nationals (Canadian Contractor)
13. Insurance
14. 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

Public Works and Government Services Canada, on behalf of Natural Resources Canada – Surveyor General Branch (Yellowknife), has a requirement for the legal survey and demarcation of approximately “-5-kilometers” of artificial boundaries that approximate the position of unsuitable sections of natural boundaries of Tlicho Lands adjacent to Canada Lands.

The scope of work includes the preparation of Survey Field Notes in plan form, digital files of the Field Notes, and associated reports.

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

The period of the contract is from date of award to March 05, 2014.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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

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

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 (<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 (2013-06-01) 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. Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;

c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the .

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

5. Applicable Laws

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

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 as follows:

Section I: Technical and Aboriginal Opportunities Consideration Bid (3 hard copies)

Section II: Financial 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.

Section I:

(a) Technical Bid

In their technical bid, bidders should provide documentary proof, as required, to demonstrate how their bid meets the technical criteria as described in Annex "C" – Mandatory Technical Criteria Evaluation.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the

bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(b) Aboriginal Opportunities Consideration Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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 Technical, Aboriginal Opportunities Consideration, 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 Aboriginal Opportunities Consideration Evaluation

Bidders have the ability to receive an evaluated price reduction through the provision of Aboriginal involvement in their proposal, as per the certification stated in Annex "D" Aboriginal Opportunities Consideration.

1.3 Financial Evaluation

Financial evaluation will be based on the total firm price (excluding estimated downtime costs and post fees and plan fees), as per Section 1 of Annex "B".

FOR EVALUATION PURPOSES ONLY, a reduction of up to 30% will be taken from the "total firm price" based on the Aboriginal Opportunities Consideration certification submitted as per Annex "D".

Example calculation:

| | Bidder 1 | Bidder 2 | Bidder 3 |
|---|--------------------------------------|-------------------------------------|-------------------------------|
| Total Firm Price, as per Section 1 of Annex "B" | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Aboriginal Opportunities Consideration – Price reduction (max. 30% of Total Firm Price), as per Annex "E" | 30% | 12% | 0% |
| Value of Reduction | 55,000 x 0.30 = 15,000 | 50,000 x 0.12 = 6,000 | 45,000 x 0.00 = 0 |
| Total Evaluated Price | \$55,000 - \$15,000 = \$40,000.00 | \$50,000 - \$6,000 = \$44,000.00 | \$45,000 – 0 = \$45,000.00 |
| | Lowest Evaluated Price | | |

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 and documentation to be awarded a contract.

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

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

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

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 Canadian Content Certification

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

2.1.2 Canadian Content Certification

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.

2.2 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.

2.3 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, 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.

2.4 Education and Experience

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

2.5 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 10 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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 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 (<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 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 05, 2014 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Brad Campbell
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
5th floor, Telus Plaza North, 10025 - Jasper Avenue,
Edmonton, AB T5J 1S6

Telephone: 780-497-3911
Facsimile: 780-497-3510

E-mail address: brad.campbell@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:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

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: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

1. 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 Applicable Taxes are extra.

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

2. For the Work described in Sections 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 included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

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

7.3 Method of Payment

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 100 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.

7.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the following address for certification and payment.
 - b. Invoices must be submitted using one of the following methods:
 - i. Regular Mail:
 Natural Resources Canada
 Invoice Receipt/ Réception de factures
 615, rue Booth Street
 SSO-1-A, Room/pièce 147
 OTTAWA, ON K1A0E9
 - ii. E-mail:
 Invoicing-Facturation @NRCan-RNCan.gc.ca
Note: Attach a "PDF" file. No other formats will be accepted.
 - iii. Fax:

1-877-947-9087

Note: Use highest quality settings available.

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

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

- i. Reference #20120275A
- ii. Financial coding for the Holdback on this contract is 2082 NQ11 370424 52322

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

9. Certifications

9.1 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.

9.2 SACC Manual Clauses

SACC Manual clause A0285C (2007-05-25), Workers Compensation

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

10. Applicable Laws

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

11. Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2013-06-27), General Conditions - Higher Complexity Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated _____.

12. Foreign Nationals (Canadian Contractor)

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

13. Insurance

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

14. SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11), Government Site Regulations

SACC Manual clause 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
3. SCOPE OF WORK
4. SURVEY REQUIREMENTS
5. STATUTORY AUTHORITY, INSTRUCTIONS AND SPECIFICATIONS
6. LIAISON
7. DELIVERABLES
 - 7.1 Mobilization Report
 - 7.2 Progress and Status Report
 - 7.3 Demobilization Report
 - 7.4 Downtime Report
 - 7.5 Final Returns
8. MATERIALS NOT PROVIDED
9. PROVIDED MATERIALS AND INFORMATION
10. CONTACT WITH OTHER REGULATORY BODIES
11. ACCEPTANCE CRITERIA
12. ADDITIONAL
13. DELIVERY DATES

TITLE: Legal Survey of the Boundaries of Tlicho Lands, Tlicho Land Claim
SGB Reference Number 2012-18-006, NT; File Number SM8272-7
(Please quote this Reference number when writing)

1. INTRODUCTION

As per the Tlicho Land Claims and Self-Government Agreement and associated Implementation Plan, the Surveyor General has responsibility for and control over legal surveys to determine the boundaries of Tlicho Lands described in said Agreement. Natural Resources Canada – Surveyor General Branch (Yellowknife) is responsible for the management of the legal surveys for the lands identified in Chapter 18 of the Tlicho Land Claims and Self-Government Agreement.

The map with the description of the boundaries of Tlicho Lands is the map, consisting of 88 mapsheets, numbered 1 to 88, initialled by the Chief Negotiators of the Dogrib Treaty 11 Council, the Government of the Northwest Territories and the Government of Canada, and filed in the Land Titles Office, Northwest Territories Registration District on February 6, 2003 as plan number 3780. A copy of this map is deposited in the Canada Lands Surveys Records as 87379 CLSR.

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

2. LOGISTICS AND RISK MANAGEMENT

There are risks associated with field projects in isolated and remote locations North of 60°. Risks should be fully understood and mitigation measures considered when planning field operations.

Logistical considerations may include but are not limited to: site access, topography, ground and soil conditions (such as permafrost), transportation (helicopter/fixed wing aircraft/boat/snow mobiles – timing and safety), isolation, variable weather, and downtime (weather/geomagnetic activity).

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, 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 and land ownership when working within the Tlicho Land Claim Settlement Area (i.e. Tlicho Lands and lands within Mōwhi Gogha Dè Nīttāèè).

3. SCOPE OF WORK

The requirement is for the legal survey and demarcation of approximately “5-kilometers” of artificial boundaries that approximate the position of unsuitable sections of natural boundaries of Tlicho Lands adjacent to Canada Lands.

The scope of work includes the preparation of Survey Field Notes in plan form, digital files of the Field Notes, and associated reports.

** It is the contractors responsibility to ensure a continuous boundary.

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

4. SURVEY REQUIREMENTS

4.1

There are known to be instances where the natural features defining the boundary of Tlicho lands are not well defined, do not exist; or are not located where the Tlicho map indicates they would be.

The requirement is for the legal survey and demarcation of artificial boundaries that approximate the position of unsuitable sections of natural boundaries of Tlicho Lands located between the point described as "bank of lake and W 115° 22.50'" at approximate latitude N 62° 53.5' on Tlicho Map Sheet 85 and the point described as "N 63° 12.50' and bank of lake" at approximate longitude W 114° 36.5' on Tlicho Map Sheet 80. These sections are identified as gaps and shown on the "Field Notes of Survey of Natural Features" (sheets 26 and 25) included in Attachment III.

The artificial boundaries replacing unsuitable sections of natural boundaries must reflect as closely as possible the intention of the parties as shown on the relevant legal description i.e. the approximate position of the feature shown on the 1:50,000 maps used to describe Tlicho Lands.

The survey shall be in accordance with the relevant legal description as shown on the Tlicho Maps provided in Attachment I, and listed below:

Sheet 85 of 87379 CLSR and 3780 LTO

Sheet 79 of 87379 CLSR and 3780 LTO

Sheet 80 of 87379 CLSR and 3780 LTO

4.2

If open water is encountered at a location identified as a "gap" on the "Field Notes of Survey of Natural Features", the natural boundary shall be surveyed in accordance with the General Instructions for Surveys of Canada Lands, e-Edition as per the intent of the legal description as shown on the Tlicho Maps.

4.3

The position of all boundary monuments shall be integrated within the Canadian Spatial Reference System (NAD83 CSRS).

4.4

Note that the annotated geographic coordinates shown on the Tlicho Maps are based upon the North American Datum of 1927.

4.5

All required conversions from NAD' 27 to NAD' 83 datum must be done using NTv2 National Transformation software (Geodetic Survey Division, Natural Resources Canada).

4.6

Boundary monuments shall be placed along artificial boundaries at intervals not exceeding one kilometre. Additionally, all monuments shall be placed so that adjacent monuments are inter-visible.

4.7

At least two well-spaced boundary monuments shall be horizontally positioned to an absolute accuracy of 0.20 m (95% confidence level). Relative accuracies between all boundary monuments shall be as per the General Instructions for Surveys of Canada Lands, e-Edition.

PPP (Precise Point Positioning) is the preferred method of establishing local control. Use of an ACP (Active Control Point) is recommended only if the ACP is nearby (within 30-kilometres).

4.8

At locations where Tlicho artificial boundaries intersect Tlicho natural boundaries, all water bodies shall be tied to a minimum of 200 metres from these intersections i.e. 200-metres in all directions.

4.9

Monuments and Boundary Markers shall be the type shown in Attachment IV. Monuments are to be stamped 'TL-xxx' on the Tlicho side, where xxx is a unique positively incrementing number. The number of commencement will be included in the Official Survey Instructions.

4.10

All artificial boundaries are to be cut 1.5 metres in width.

4.11

This survey shall be tied to the closest existing legal survey along the Tlicho Boundary.

4.12

There are short isolated sections of artificial boundary used to connect natural features. These short sections must include spatial ties to adjacent sections of artificial boundary of Tlicho lands.

4.13

Training questionnaires are to be completed by all Tlicho Citizens employed on this project.

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*; <http://clss.nrcan.gc.ca/standards-normes/index-eng.asp>.

5.2

Official survey instructions issued under the *Canada Lands Surveys Act*.

5.3

Tlicho Agreement (2003), Land Claims and Self-Government Agreement Among the Tlicho and The Government of the Northwest Territories and The Government of Canada.

5.4

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

5.5

Dene Fonts; Jim Stauffer (2001). WinMac Dene Fonts: <http://members.tripod.com/~DeneFont/>

6. LIAISON

Leslie Smith, P.Eng., C.L.S.
Senior Surveyor, Land Claims
Surveyor General Branch
Room 410, Greenstone Building
5101-50th Avenue
P.O. Box 668, Yellowknife, N.T. X1A 2N5
Phone: (867) 766-8531 Fax: (867) 766-8533
(survey matters)

Karen Polakoff
Manager, Lands Administration, NWT Region
Indian and Northern Affairs Canada
P.O. Box 1500,
Yellowknife, Northwest Territories, X1A 2R3
Phone: (867) 669-2671 Fax: (867) 669-2713
(land matters on Canada Lands)

Kerri Garner
Lands Director
Tlicho Government
Lands Protection Department
Box 412
Behchoko, NT (Rae-Edzo) X0E 0Y0
Phone: (867) 392-6381 ext. 1355
Fax: (867) 392-6406
(Tlicho Lands matters)

7. DELIVERABLES

Written communication is encouraged for all elements listed below.

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

7.1 Mobilization Report (Milestone Payment)

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

- a) a summary of logistical considerations such as the base of operation, location of camps, fuel caches, and any permitting requirements; and
- b) a list of Tlicho Citizens hired, Tlicho Investment Corporation Businesses and Tlicho Private Businesses involved in the project; and
- c) a list of personnel on the job.

* Documentation is required to prove employment of Tlicho Citizens, Tlicho Investment Corporation Businesses and Tlicho Private Businesses.

**** Documentation is required to prove training of Tlicho citizens employed with this project.**

7.2 Progress and Status Report (Milestone Payment at end of Field Work)

A written progress and status report shall be submitted to the Technical Authority weekly during the field survey. It shall identify the progress and status of the project, any change in personnel, and problems (if any) encountered.

7.3 Demobilization Report (Milestone Payment)

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

- a) training questionnaires;
- b) demobilization date;
- c) detailed logistics pertaining to Tlicho citizens; and
- d) how compliance with the Operating Conditions of a Land Use Permit was achieved.

* Training questionnaires are to be completed by all Tlicho citizens employed on this project.

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 shall 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; and
- e) detail with respect to downtime logistics pertaining to Tlicho citizens, including training.

Please note: The Contractor shall immediately inform the Technical Authority of any downtime due to poor weather conditions and shall 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 shall be borne fully by the Contractor.

7.5 Final Returns (Milestone Payment)

7.5.1 Survey Report

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 shall 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 discussions and summary of resolution regarding problems encountered and how they were implemented e.g., conflicting evidence, ambiguous descriptions, departure from survey instructions, particular methods of monument re-establishment, correspondence/dialogue 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 shall 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 - shall be submitted as a paper copy and a PDF file to the Technical Authority. The report shall 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 ; and
- c) an adjustment report.

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

- CSRS – PPP (precise point positioning) processing summary for control points or ACP (Active Control Point) listing (if ACP is within 30-kilometres of the project base station).
- results of the unconstrained (free adjustment) and the constrained adjustment;
- RTK listings and quality checks;
- 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 Tlicho Involvement Report

A report bound separately (and in *.pdf format) listing and outlining the extent and dollar value of Tlicho 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 Tlicho Government. This report should be extensive in detail and should include all occurrences of communication with the Tlicho Government. This report will be made available to the Tlicho Government.

7.5.4 Official Field Notes in Plan Form

- a) Submission of the mylar original and three (3) signed paper prints (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 shall be shown, and

- c) NAD27 coordinates in tabular form for stations defined by annotated geographic coordinates on the Tlicho Maps.

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**

| | |
|------------------------------|--|
| <u>Attachment I</u> | Relevant legal descriptions |
| <u>Attachment II</u> | List of Tlicho Investment Corporation (TIC) Businesses and Tlicho Private Businesses |
| <u>Attachment III</u> | Survey Fabric Information-copies of CLSR plans relevant to this project. |
| <u>Attachment IV</u> | Monument Specifications |
| <u>Attachment V</u> | Geo-referenced digital orthophoto files |
| <u>Attachment VI</u> | Links to websites |
| <u>Attachment VII</u> | Training Questionnaire |

The attachments listed above, are available to download on this FTP site:
<ftp://ftp.nrcan.gc.ca/pub/outgoing/201218006>

Note: Must use an FTP client, it is not recommended to use Internet Explorer or another browser.

Username = ftp
 Password = your email address

For further assistance with FTP site access, please contact Eric Lunn at 1-613-996-5821 or e-mail at Eric.Lunn@NRCan-RNCan.gc.ca.

NOTE: For geodetic information please contact the Geodetic Survey Division, Natural Resources Canada; <http://webapp.geod.nrcan.gc.ca/geod/>

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 shall ensure that any organization or local authorities such as the town or hamlet office, 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 shall include and are not limited to Senior Surveyor, Land Claims, Surveyor General Branch, NT; Lands Director, Tlicho Government; and Manager, Land Administration, NWT Region INAC.

10.2

A Land Use Permit may be required for this project pursuant to the Land Use Terms and Conditions established by the Wek'eezhii Land and Water Board (WLWB). 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 shall be provided to the WLWB for processing such requests prior to field work.

10.3

Land Use Permits are required for camps and fuel caches on Canada Lands pursuant to the Territorial Land Use Regulations. 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. It will be the Contractor's responsibility to notify the Technical 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.

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 and the *General Instructions for Surveys of Canada Lands, e-Edition*, the Digital Specifications and the Survey Instructions will not be accepted.

12. ADDITIONAL

12.1

Survey Instructions will be issued and submitted to the "my CLSS" account of the project C.L.S. by the Surveyor General Branch, NT. The web based Canada Lands Survey System (CLSS) online should be used to access the Survey Instructions and can be gained through the following web links:

English: <http://www.myclss.ca>

French: <http://www.monsatc.ca>

12.2

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

12.3

The Contractor shall immediately inform the Technical Authority and the Contracting Authority of any conflict arising between the Statement of Work 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 shall be submitted within one (1) week of mobilization.

13.2

Progress Reports shall be submitted weekly during the field portion of the project and monthly for the duration of the project.

13.3

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

Solicitation No. - N° de l'invitation

23429-140227/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm305

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

NRCAN

File No. - N° du dossier

EDM-3-36188

CCC No./N° CCC - FMS No/ N° VME

13.4

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

13.5

Satisfactory returns of survey as per section 7.5 shall be submitted no later than March 5, 2014. 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, shall be directed to the attention of the Technical Authority. Digital submissions should be sent to the following email address - nt.LandClaims@nrcan.gc.ca.

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 | 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.

Solicitation No. - N° de l'invitation

23429-140227/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm305

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

NRCAN

EDM-3-36188

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) | \$10.00 | | \$ |
| b) ACLS Plan | \$75.00 | | \$ |
| | 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 | |
| Tlilcho 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

23429-140227/A

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

NRCAN

Amd. No. - N° de la modif.

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EDM-3-36188

Buyer ID - Id de l'acheteur

edm305

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.

To aid in the evaluation, it is requested that Bidders indicate where in their bid that each of the following criteria is addressed.

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 _____ DOESN'T MEET _____ Reference page # _____

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

MEET _____ DOESN'T MEET _____ Reference page # _____

3. Documentary proof that Tlicho Investment Corporation (TIC) Businesses, Tlicho Private Businesses and Tlicho Citizens are employed on this project.

MEET _____ DOESN'T MEET _____ Reference page # _____

4. The bidder has at least one member **per each** on-site field crew (assigned to this project) with either a valid First Aid Certificate, Wilderness First Aid Certificate or equivalent. Documentary Proof is required.

MEET _____ DOESN'T MEET _____ Reference page # _____

5. 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 _____ DOESN'T MEET _____ Reference page # _____

6. Completion and Submission of Annex "D".

MEET _____ DOESN'T MEET _____ Reference page # _____

Solicitation No. - N° de l'invitation

23429-140227/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm305

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

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CCC No./N° CCC - FMS No/ N° VME

NRCAN

EDM-3-36188

| | | | | |
|---|-----|--|--|--|
| Transportation: The bidder has provided a commitment to use Tlicho transportation services through the Tlicho Investment Corporation (TIC) which may include: Snowmobiles Boats Fixed wing aircraft Helicopter or any other means of transportation | 5% | | | |
| MAXIMUM TOTAL PERCENT REDUCTION | 30% | | | |

COMMITMENT OF Tlicho BENEFIT CONTENT

(Name - Print)

(Signature of Authorized Officer of Business)

(Date)

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