

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

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Legal Survey	
<b>Solicitation No. - N° de l'invitation</b> 23428-150107/A	<b>Date</b> 2014-08-05
<b>Client Reference No. - N° de référence du client</b> 23428-150107	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-016-10228	
<b>File No. - N° de dossier</b> EDM-4-37077 (016)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-08-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kern, Nicole	<b>Buyer Id - Id de l'acheteur</b> edm016
<b>Telephone No. - N° de téléphone</b> (780) 497-3649 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES 225-300 MAIN ST WHITEHORSE Yukon Y1A2B5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

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

Solicitation No. - N° de l'invitation

23428-150107/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-4-37077

Buyer ID - Id de l'acheteur

edm016

CCC No./N° CCC - FMS No/ N° VME

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

23428-150107

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## **Legal Survey**

### **PART 1 - GENERAL INFORMATION**

#### **1. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

#### **2. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### **3. Trade Agreements**

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

## **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) (<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](#) (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the [Standard Instructions 2003](#) incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
5. Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive."

### **2. Submission of Bids**

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

### **3. 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.

#### **3.1 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.

### 3.2 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 [Guidelines on the Proactive Disclosure of Contracts](#).

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

#### **5. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Aboriginal AND Inuit Involvement (1 hard copies)
- Section IIII: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

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

#### **Section III: Aboriginal AND Inuit Involvement**

Bidders must submit the certifications required under Part 5.

#### **Section IIII: 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

- Ability to perform the full scope of the work described in Annex "A"

#### **1.2 Financial Evaluation**

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

- (a) The financial evaluation will be as per Annex "B", Basis of Payment.
- (b) Bidders are required to indicate the total number of kilometers that can be surveyed in accordance to the Statement of Work and within the given budget.
  - The budget will be divided by the number of km to determine a total cost per km.
- (c) Bidders must also complete the Milestone Payments schedule.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

##### **1.2.2 Inuit Opportunities Consideration Evaluation**

Bidders have the ability to receive an evaluated price reduction through the provision of Aboriginal involvement in their proposal. A reduction of up to 20% may be applied to the total evaluated price per kilometer based on the provision of proof that your organization or service provided meets the criteria stated in Annex "E", Inuit Opportunities Consideration.

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

- 2.1** 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 associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

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

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - 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 Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **2.1 Canadian Content Certification**

This procurement is limited to Canadian goods.

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

**2.1.1** SACC *Manual* clause [A3050T](#) (2010-01-11) Canadian Content Definition

## **2.2 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **2.4 Education and Experience**

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010C (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from date of Contract Award to January 16, 2015 inclusive.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Nicole Kern  
Title: Student Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 5th floor, ATB Place, North Tower,  
10025 Jasper Avenue,  
Edmonton, AB T5J 1S6

Telephone: (780) 497-3649  
Facsimile: (780) 497-3510  
E-mail address: Nicole.Kern@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **5.2 Project Authority**

**(To be provided at Contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

(To be filled out by Bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 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

- 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 \$\_\_\_\_\_ (insert the amount at contract award). 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 \$\_\_\_\_\_ (insert the amount at contract award) Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 7.2 Limitation of Expenditure

- 7.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_(insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
- 7.2.2** 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.
- 7.2.3** 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 Milestone Payments**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 80% percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed 80% percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted

### **7.4 SACC Manual Clauses**

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

### **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:

Invoices must be submitted using one of the following methods:

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

OR

Fax: 1-877-947-9087

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

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

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

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

(i) Reference #23428-150107

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

## **9. Certifications**

### **9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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**

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 Alberta.

## **11. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2014-06-26);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Workers' Compensation Board Mandatory Health And Safety;
- (f) the Contractor's bid dated \_\_\_\_\_.

## **12. Defence Contract**

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

## **13. SACC Manual Clauses**

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
A9068C (2010-01-11), Government Site Regulations  
B6800C (2007-11-30), List of Non-consumable Equipment and Material  
G1005C (2008-05-12), Insurance

**ANNEX "A"**  
**STATEMENT OF WORK**

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4. PROJECT REQUIREMENTS
5. STATUTORY AUTHORITY, INSTRUCTIONS AND SPECIFICATIONS
6. DELIVERABLES
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9. CONTACT WITH OTHER REGULATORY BODIES
10. ACCEPTANCE CRITERIA
11. ADDITIONAL
12. DELIVERY DATES

TITLE: **Legal survey of a portion of the administrative boundary between the Northwest Territories and Nunavut Mining Districts: SGB Reference Number 2014-20-023; File Number SM8465-3**  
(Please quote this Reference number when writing)

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

## 1. **INTRODUCTION**

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

**The length of the portion of administrative boundary to be surveyed is dependent on the bids received. Bidders are invited to submit a length, in kilometres, of the proposed administrative boundary to be surveyed for the following instance:**

**Length, in km, for a contract value of \$ 750,000 (plus “GST”);**

PLEASE NOTE: Legal surveys and plan preparation must be completed in accordance with this Statement of Work, the General Instructions for Surveys of Canada Lands, e-Edition, the isolated boundary specifications for administrative boundary and the specific Survey Instructions. NRCan reserves the right to request proof that the Contract is a valid permit holder pursuant to the Canada Land Surveyors Regulations.

## 2. **LOGISTICS AND RISK MANAGEMENT**

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

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

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

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

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

## 3. **SCOPE OF WORK**

The requirement is for the legal survey and demarcation of approximately 472 (see note) kilometres of artificial boundary between the Northwest Territories and the Nunavut mining districts. The Scope of Work includes the preparation of Plan of Field Notes of Survey of Section 29 of the Canada Lands Survey Act, digital files of the Plan of Field Notes of Survey and the associated reports.

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

**The survey requires the on-site supervision of an experienced licensed Canada Lands Surveyor. NRCan reserves the right to request proof of licences at any time for the duration of the Contract.**

#### **4. PROJECT REQUIREMENTS**

##### **4.1**

The requirement is for the legal survey and demarcation of the administrative boundary shown on the sketch "Course A-B" (Attachment I), starting at Monument '157', being the northerly most monument on the Saskatchewan Manitoba boundary and going in a Northerly direction on the geodesic to Monument '2-1', as shown on Plan 101887 CLSR. Note that the NAD83 (CSRS) coordinates shown on Plan 101887 CLSR are epoch 2013.

##### **4.2**

Revised NAD83 (CSRS) epoch 2002 coordinates must be obtained for Monument 157.

##### **4.3**

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

##### **4.4**

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

##### **4.5**

No witness monuments will be placed. If it is not possible to post on the administrative boundary and/or at the specific location indicated on the sketch, the Technical Authority must be notified immediately and a solution will be determined by the Technical Authority and the Contractor.

There are two situations where the boundary will cross significant lakes (i.e., Kasba Lake and Dubawni Lake). The distance across Kasba Lake is approximately 40 km and no significant islands appear along the course of the boundary, so three calculated deflections (i.e., each on the geodesic) are to be created dividing the boundary across the lake into approximately 10 km intervals. These deflections shall be annotated clearly to note that they are calculated points. The boundary line crossing Dubawni Lake, a distance of approximately 34 km, goes over a number of significant islands so the boundary interval should be attainable. If not attainable, a solution will be determined by the Technical Authority and the Contractor.

##### **4.6**

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

#### **4.7**

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

#### **4.8**

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

#### **4.9**

When the administrative boundary intersects a surveyed active mineral claim, CLS'77 monuments must be placed. The boundary segments of such mineral claims straddling the administrative boundary must be fully re-traced and direct ties must be done between monumented intersections on any given lot. Sufficient monumentation of these lots must be surveyed such that closure requirements are met (to be checked and confirmed in the field). Preliminary inspection by Surveyor General Branch staff indicates no mineral claims are on or near this section of the Administrative Boundary.

#### **4.10**

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

#### **4.11**

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

#### **4.12**

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

#### **4.13**

The Technical Authority will monitor the project while the surveying is being carried out. Anticipate making available the helicopter being used to support the work, to assist NRCan in carrying out this activity while in the field.. NRCan anticipates approximately one day of helicopter usage.

## **5. STATUTORY AUTHORITY, INSTRUCTIONS AND SPECIFICATIONS**

Under this Contract, the following are applicable and mandatory to adhere to:

### **5.1**

The Canada Lands Surveys Act, R.S. 1985, c. L-6 and the General Instructions for Surveys of Canada Lands, e-Edition;  
English: <http://clss.nrcan.gc.ca/standards-normes/index-eng.asp>  
French: <http://clss.nrcan.gc.ca/standards-normes/index-fra.asp?>

### **5.2**

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

### 5.3

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

### 5.4

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

### 5.5

The required Legislation in the NWT regarding land use regulations, refer to <http://www.lands.gov.nt.ca/legislation>

### 5.6

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

### 5.7

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

### 5.8

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

English: <http://clss.nrcan.gc.ca/standards-normes/e5-v3-eng.php>

French: <http://clss.nrcan.gc.ca/standards-normes/e5-v3-fra.php>

### 5.9

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

English: <http://webapp.geod.nrcan.gc.ca/geod/tools-outils/indir.php?locale=en>

French: <http://webapp.geod.nrcan.gc.ca/geod/tools-outils/indir.php?locale=fr>

## 6. DELIVERABLES

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

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

### 6.1 Mobilization Report (Milestone Payment)

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

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

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

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

A written progress and status report must be submitted to the Technical Authority weekly during the field survey. It must identify the progress and status of the project, any change in personnel, and

problems (if any) encountered. "Certified correct", signed, dated and sealed copies of field records must also be provided for all milestone payments for fieldwork. A Canada Land Surveyor (CLS) project daily diary must be submitted for the project no later than two weeks after demobilization.

### **6.3 Demobilization Report (Milestone Payment)**

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

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

### **6.4 Downtime Report (Milestone Payment)**

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

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

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

### **6.5 Final Returns (Milestone Payment)**

#### **6.5.1 Survey Report**

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

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

- a) general description of the project and area of the project, field procedures, and personnel, including the names and classification of the various persons involved, and the number of calendar person-days in each classification dedicated to the contract,
- b) listing of all used and unused monument numbers for the project,
- c) details of any unusual survey circumstances, how they were handled and reasons, e.g., conflicting evidence, ambiguous descriptions, departure from survey instructions, particular methods of monument re-establishment, etc.,
- d) colour photographs of any unusual circumstances concerning the boundary definition,
- e) should GPS equipment and GPS principles of operation be used, the following information shall be included:
  - Summary of the GPS measurement equipment used and processing software.
  - General methodology used to perform the survey. This must include the following information:
    - i. description of network and control connections;

- ii. analysis of minimally constrained and constrained adjustments, including a comparison of published positions of control points against those derived from a minimally constrained adjustment;
  - iii. a statement indicating all stations within the survey are within the accuracy requirements specified;
  - iv. indicate how redundancy was achieved;
  - v. an accuracy report (average network accuracy, range of accuracy, outliers, etc.);
  - vi. indicate the geoid model or Height Transformation routine used and heights being listed (ellipsoidal or orthometric).
- Description of any problems encountered and how they were resolved; and
- f) Appendix which must include:
- Adjustment listings (both constrained and unconstrained), this must include:
    - summary of least squares adjustment settings;
    - adjustment input and output listings/files;
    - list of final adjusted coordinates (UTM/northing/easting/ortho-height and lat/long/E-heights) for all established traverse points, control points and monuments;
    - 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 adjacent stations; and
    - map showing the processed baselines.
  - Control stations and PPP summary sheets
  - Final control network(s) design sketch.

### **6.5.2 Inuit Involvement Report**

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

### **6.5.3 Official Field Notes in Plan Form (Milestone Payment)**

- a) Prior to submission of the mylar original, one (1) signed paper print (folded) of each sheet of Final Survey Field Notes in plan form, one (1) .pdf file of the Field Notes, and Digital Spatial Files in accordance with Appendix E-5 of the General Instructions for Surveys of Canada Lands, e-Edition.
- b) NAD83 (CSRS) geographic coordinates (in arc seconds to 3-decimal places) and NAD83 (CSRS) UTM-grid coordinates (to the nearest centimetre) in tabular form on the plan for all monuments placed by survey and also stations used for survey control. A combined scale factor, to 7 decimal places shall be shown, and

## **7. MATERIALS NOT PROVIDED**

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

## **8. PROVIDED MATERIALS & INFORMATION**

### **8.1 Attachments**

<b><u>Attachment I</u></b>	Sketch
<b><u>Attachment II</u></b>	List of Inuit Contacts/Services
<b><u>Attachment III</u></b>	Monument Cap Standards
<b><u>Attachment IV</u></b>	Isolated Boundary Survey Specifications for Administrative Boundaries, Northwest Territories and Nunavut (October 2010).

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

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

### **9.1**

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

- Lands Director, Nunavut Tunngavik Inc.;
- Lands Director, Kivalliq Inuit Association;
- Local Hunters and Trappers Organisations;
- NWT Mining Recorder's Office;
- Director, Lands and Contaminated Sites, Nunavut Regional Office, AANDC.
- Manager, Land Administration, NWT, Government of NWT;

### **9.2**

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

### **9.3**

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

- the Land Use Terms and Conditions established by the regional Inuit Association. The Contractor will be responsible for obtaining such a land use permit, and for any costs associated with the permit, and for maintaining contact with the required authorities. Notice must be provided to the Inuit Association for processing such requests prior to field work.
- the Land Use Terms and Conditions governed by the Government of the Northwest Territories (GNWT). 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. Notice must be provided to the GNWT for processing such requests prior to field work.

## **10. ACCEPTANCE CRITERIA**

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

## **11. ADDITIONAL**

### **11.1**

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

#### **11.2**

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

### **12. DELIVERY DATES**

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

#### **12.1**

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

#### **12.2**

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

#### **12.3**

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

#### **12.4**

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

#### **12.5**

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

#### **12.6**

Fieldwork completed by September 15, 2014 - legal survey and demarcation of the administrative boundary.

#### **12.7**

Satisfactory returns of survey as per section 7.5 shall be submitted no later than January 16, 2015. This includes signed mylars of the Final Survey Field Notes in plan form.

## ANNEX "B"

### BASIS OF PAYMENT

#### Instruction to Bidders:

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

#### FOR EVALUATION PURPOSES

Item	Description	Number of km	Contract Value (including GST)	Price per km
1	Legal Survey as outlined in Annex A	_____ km	\$750,000.00	\$_____/km

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

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

Section 1			
Milestone	Amount Claimed	Holdback	Amount Due
	A	20% of A	80% of A
1. Mobilization Report (7.1 of the Statement of Work)	\$	\$	\$
2. Progress and Status (7.2 of the Statement of Work)	\$	\$	\$
3. Demobilization Report (7.3 of the Statement of Work)	\$	\$	\$
4. Downtime Report (7.4 of the Statement of Work)	\$	\$	\$
5. Final Returns (7.5 of the Statement of Work)	\$	\$	\$

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

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

Section 2			
<b>ACLS POST FEES AND PLAN FEES</b>			
Payment will be made, at firm all-inclusive rates, for authorized actual costs incurred for ACLS Post Fees and Plan Fees, in accordance with the pricing schedule shown below.			
DESCRIPTION	ACLS FIRM RATE	ESTIMATED # OF UNITS	ESTIMATED COST
a) Survey Monuments (Posts)	\$10.00		\$
b) ACLS Plan	\$75.00		\$
TOTAL ESTIMATED COST:			\$

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

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

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

## **ANNEX "C"**

### **WORKERS' COMPENSATION BOARD MANDATORY HEALTH AND SAFETY**

*For work in the Northwest Territories or Nunavut:*

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

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

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

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

## ANNEX "D"

### MANDATORY TECHNICAL CRITERIA EVALUATION

#### Mandatory Technical Requirements at Solicitation Closing

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

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

MEET	DOES NOT MEET
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2. The bidder is a valid permit holder pursuant to the Canada Lands Surveyors Regulations.  

MEET	DOES NOT MEET
------	---------------
  
3. Documentary proof that the Inuit of the Nunavut Settlement Area are given first consideration and involved wherever possible, in providing personal (at least one staff) and support services associated with this project, and must be provided with on-the-job training.  

MEET	DOES NOT MEET
------	---------------
  
4. The bidder and on-site C.L.S. has experience working in northern and remote locations. Northern and Remote experience is experience gained on projects where the work site is isolated from essential services (medical, communication, food, accommodation and fuel) and the environment is challenging in regard to terrain, wildlife and weather. The bidder is required to provide a summary of experience.  

MEET	DOES NOT MEET
------	---------------
  
5. SAFETY PROTOCOL  
The following concerns must be complied with for the duration of this project.  
A helicopter must be on the site for emergency evacuation throughout the project.  
There must be alternate method(s) to ensure rapid air evacuation.  
All proposed staff must be trained in Arctic survival and First Aid.  
Portable shelters must be with each survey party at all times during the project.  
Satellite communication must be with the survey parties at all times during the project.  
Emergency GPS positioning beacons must be with the survey parties at all time during the project  

MEET	DOES NOT MEET
------	---------------
  
6. Completion and Submission of Annex E.  

MEET	DOES NOT MEET
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**ANNEX “E”**

**INUIT OPPORTUNITIES CONSIDERATION**

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

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

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

<b>Inuit Opportunities</b>	<b>Percent reduction</b>	<b>Yes</b>	<b>No</b>
<p><b>Training:</b> The bidder has provided a commitment to provide a 1-day training program <u>and</u> daily on-the-job training.</p> <p><b>1-day training program (prior to the commencement of the work)</b>                      (a) <u>1/2 -day Safety Training</u> to include                          (i) <i>Northern Safety Association</i> e-learning courses (i.e. WHMIS), and                          (ii) Company Health and Safety Procedures for Field Work North of 60                      (b) <u>1/2-day Surveying Training</u>,</p> <p align="center"><u>and</u></p> <p><b>on-the-job training (following the commencement of the work)</b></p> <p>Note: the training (a) and (b) is to be conducted on two separate days.                      Note: the contractor must ensure access to safety equipment.</p>	2.5%		
<p><b>Employment:</b> The bidder has provided a commitment to use Inuit beneficiaries through Kivalliq Inuit Association in carrying out the work.</p> <p>“Field Team” = survey crew, chainsaw operators, laborers, cooks, machine operators and field office staff.</p>	>25% of field team =5%		
<p><b>Transportation:</b> The bidder has provided a commitment to use Inuit transportation services which may include:</p> <p>Fixed wing aircraft                      Helicopter                      or any other means of transportation</p>	2.5%		

<b>MAXIMUM TOTAL PERCENT REDUCTION</b>	<b>10%</b>		
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**COMMITMENT OF INUIT BENEFIT CONTENT**

\_\_\_\_\_

**(Name - Print)**

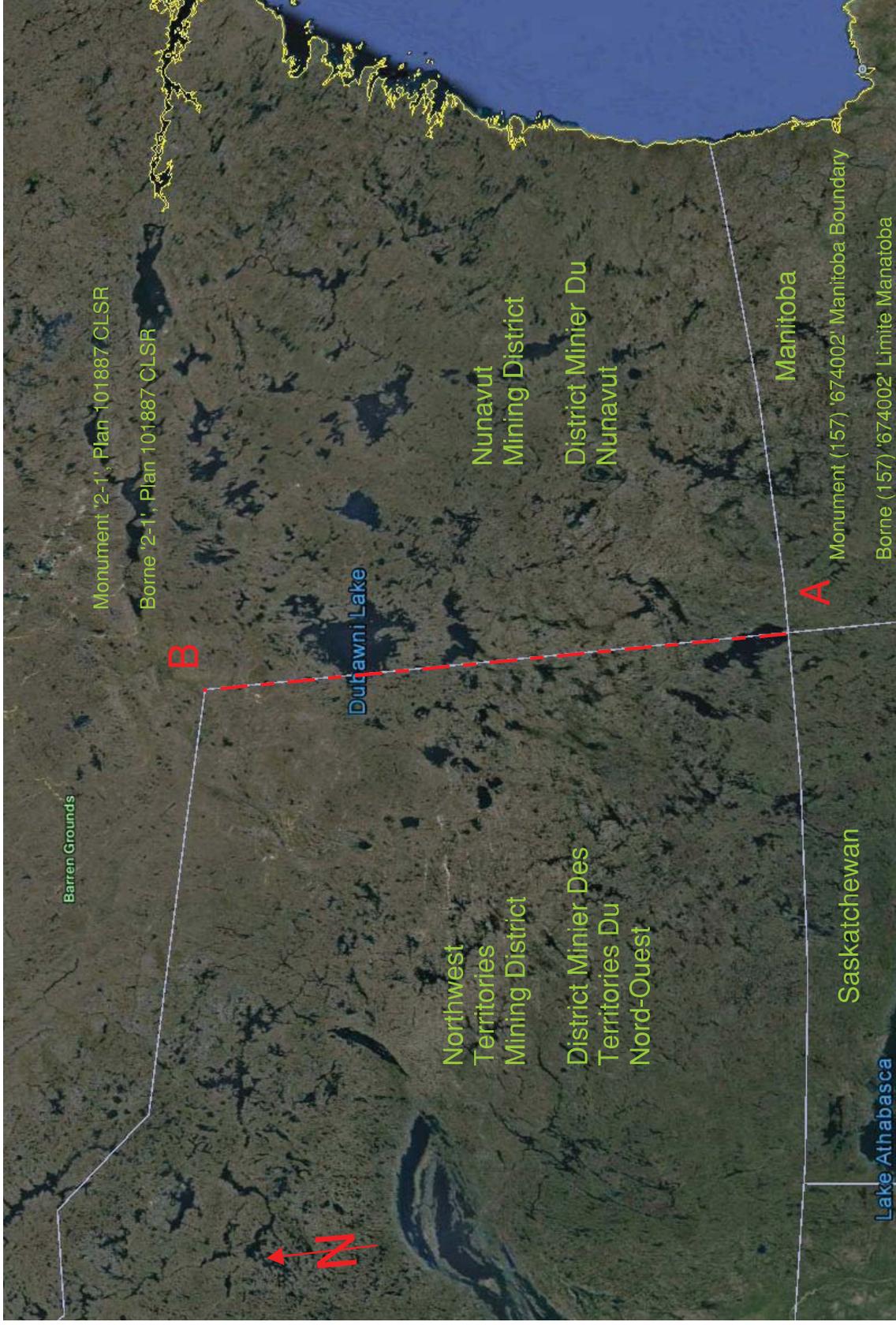
\_\_\_\_\_  
**(Signature of Authorized Officer of Business)**

**(Date)**

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

## Sketch / croquis

NT/NU Mining District Administrative Boundary Course A-B to be Surveyed  
NT/NU District Minier Limite Administrative Course A-B à Arpenteur



Monuments to be placed on the geodesic between A and B (a distance of approximately 472 km).  
Placer les bornes sur la geodesique entre A et B (une distance d'environ 472 km).

Project /Projet: 2014-20-023

## List of Inuit Contacts/Services

### INUIT FIRMS REGISTRY DATABASE

<http://inuitfirm.tunngavik.com/search-the-registry/>

For information on Inuit Owned Lands matters, please contact:

Luis Manzo, (867) 645-5731 email - [Imanzo@kivalliqinuit.ca](mailto:Imanzo@kivalliqinuit.ca)

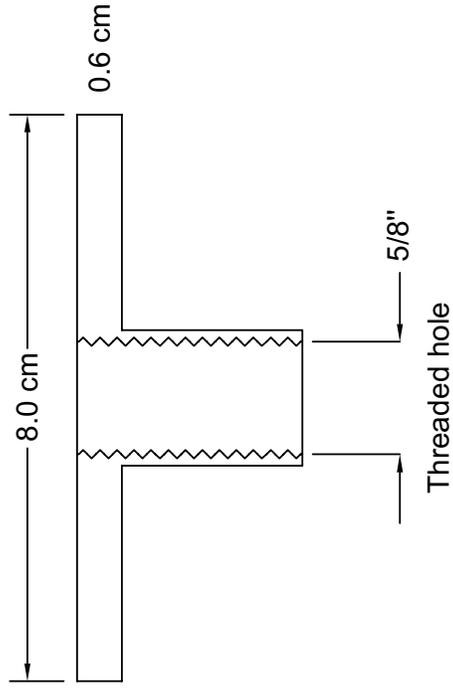
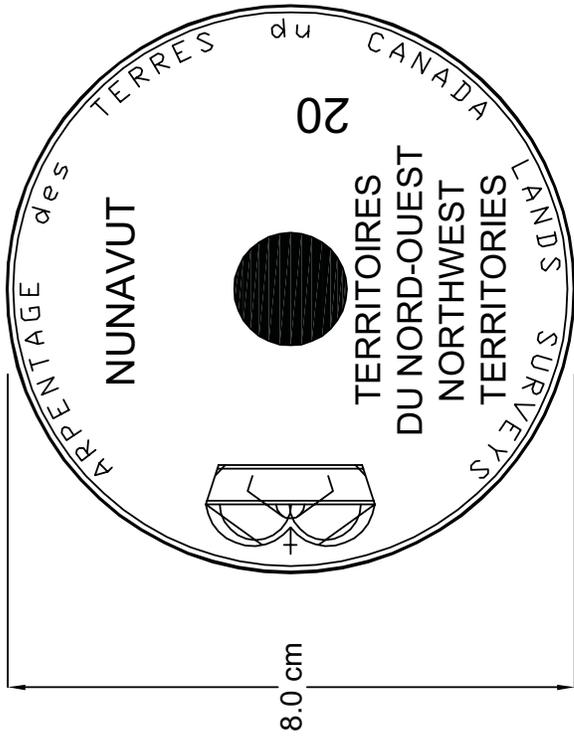
Kivalliq Inuit Association  
164-1 Mivvik Avenue  
P.O. Box 340, Rankin Inlet  
Nunavut, X0C 0G0  
Ph.: (867) 645-5725

Website: <http://kivalliqinuit.ca>

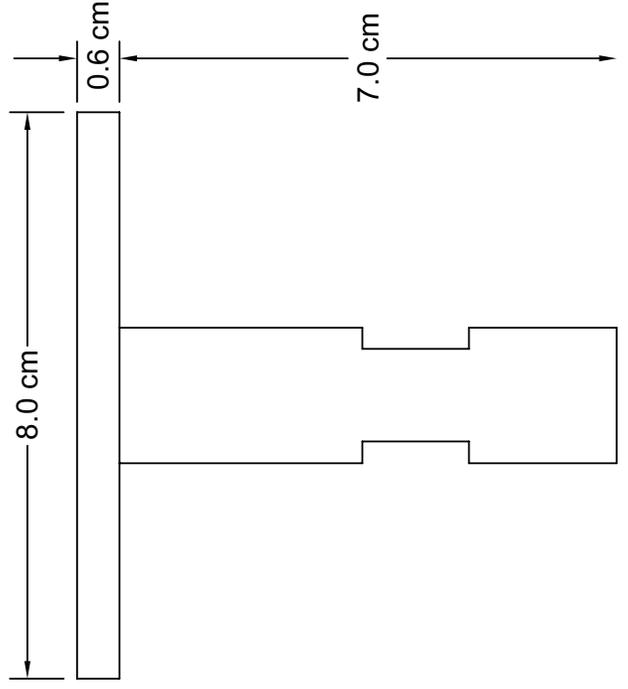
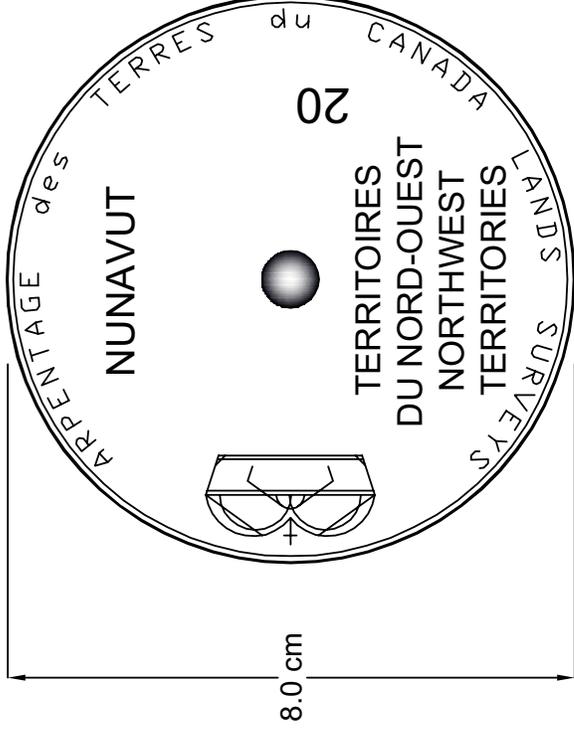
Nunavut Tunngavik Inc. – Department of Lands and Resources

<http://ntilands.tunngavik.com/>

**CLS standard post  
(brass)**

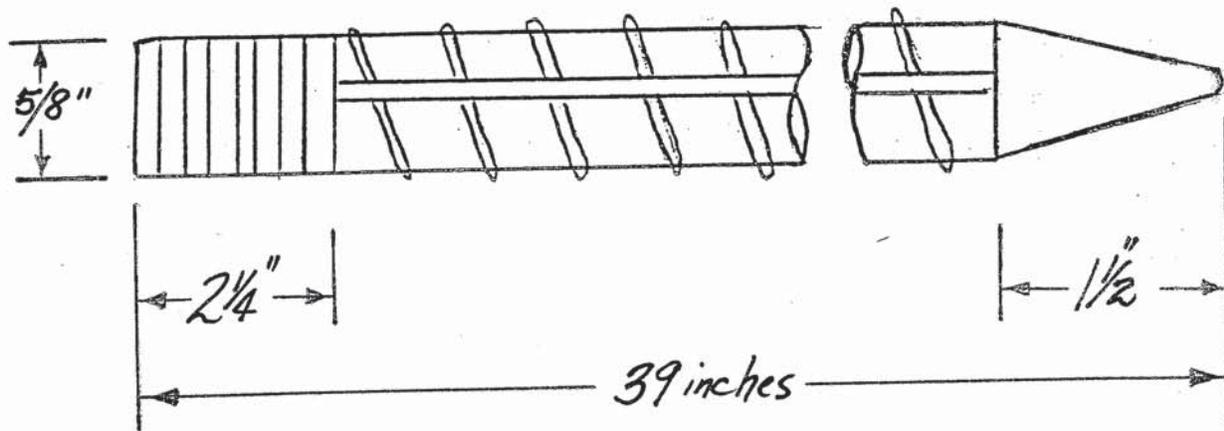


**CLS standard rock post  
(brass)**

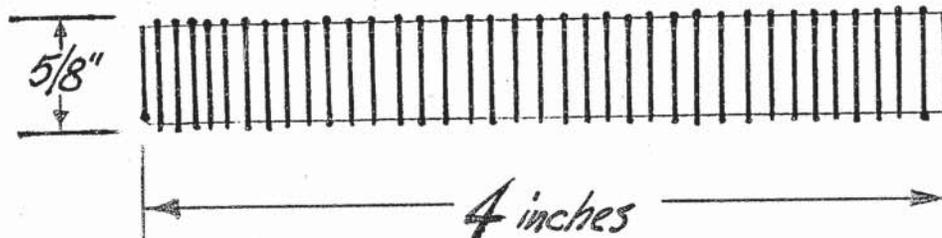


## REBAR SURVEY POST

- Rebar rod, 1 metre in length, shall be produced in accordance with the diagram and specifications described below.
- Pointed end shall be rounded and uniform tapered for 1 ½ inches.
- Threads shall be 5/8 inch by 11 (5/8 inch National Coarse) 2 ½ inches long.



## B 7 STEEL STUD

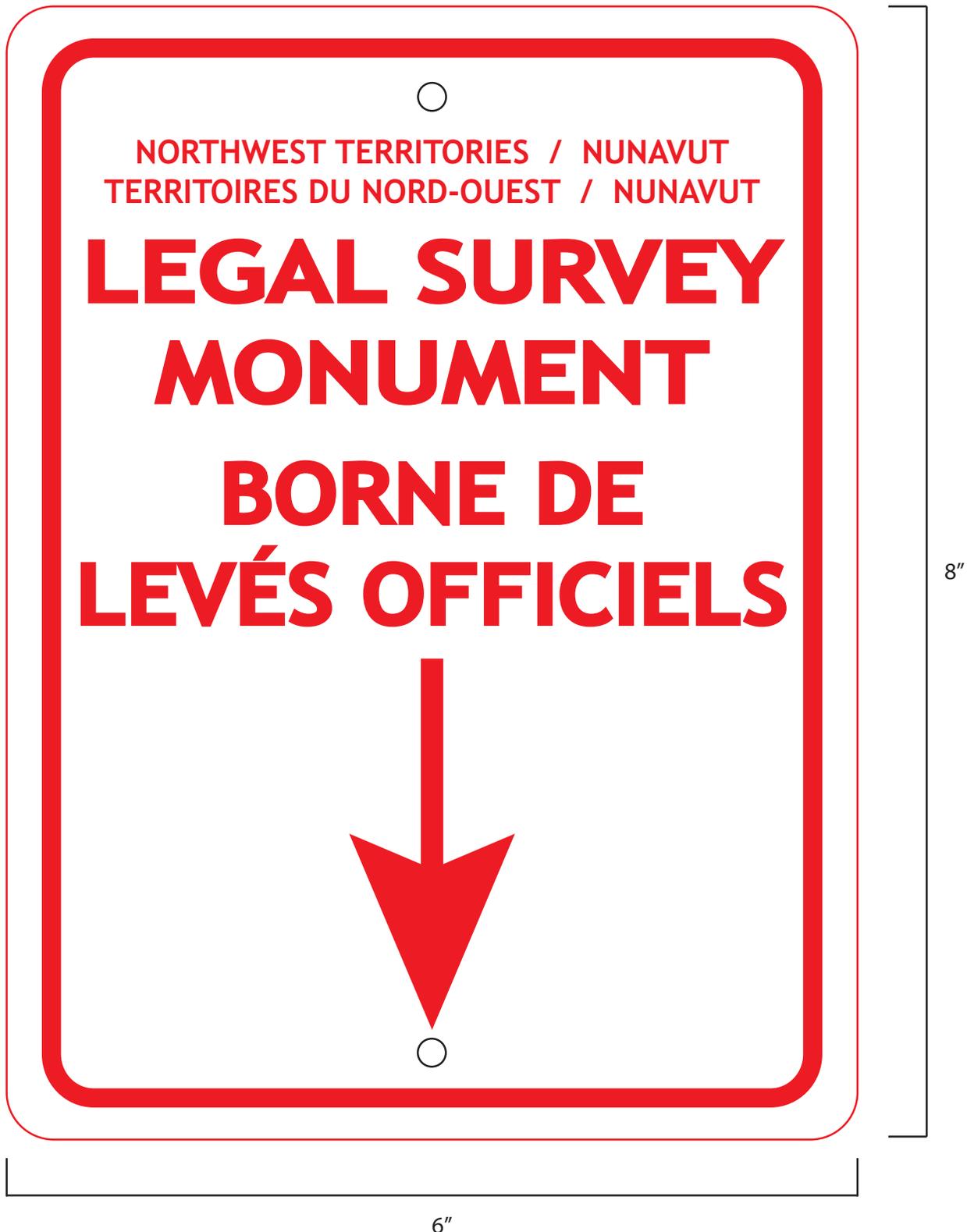


Identification plaque to be attached to marker post:

- 6" x 8" metal plaque with red lettering and a red border on a white background. Plaque shall be produced in accordance with the figure below.

Plaque à être attachée aux balises:

- Plaque de métal mesurant 6" X 8" avec inscriptions et bordure rouge sur un fond blanc et conforme au croquis ci-dessous.



**ISOLATED BOUNDARY SURVEY SPECIFICATIONS**  
**FOR ADMINISTRATIVE BOUNDARIES**  
**Northwest Territories & Nunavut**

## **1.0 INTRODUCTION**

The objective of these specifications is to provide common standards for the survey of all isolated boundaries in the Northwest Territories and Nunavut. The use of these specifications is at the discretion of the Surveyor General and boundaries surveyed in accordance with these specifications, the General Instructions for the Surveys of Canada Lands, e-Edition, currently in force (hereinafter called the e-Instructions), and specific survey instructions will be confirmed by the Surveyor General.

Wherever these specifications depart from any instructions contained in the said e-Instructions, the specifications contained herein shall prevail.

The monument requirements defined herein do not replace the monument requirements defined in any legislation or standards other than those for plans for Section 29 of the Canada Lands Surveys Act where a boundary has been declared an isolated boundary by the Surveyor General.

## **2.0 DEFINITION**

An isolated boundary is an artificial boundary which is so declared by the Surveyor General and is an artificial boundary with monuments at boundary terminal and deflection points. An isolated boundary corner is an isolated boundary terminal or deflection point.

Administrative boundaries, when declared by the Surveyor General to be isolated boundaries must be surveyed in accordance with the specifications herein.

## **3.0 MONUMENTS**

### Boundary monuments:

- A) 5/8 in. diameter, 1 (one) metre long, mild steel or rebar post, threaded one end, other end pointed (wt. 1.5 Kg) and 3 ½ x 5/8 in. brass caps (wt. 0.30 Kg);
- B) Rock posts: 3 ½ x 5/8 in. brass caps and 1/2 in. (diameter) x 4 in. (length) steel bolts (wt. 0.45 Kg) or B7 studs (0.13 Kg);

### Ancillary posts:

#### Reference posts:

CLS 77 posts (approx. wt. 2.0 Kg) and shorten as necessary for placement in rock;

#### Marker Post:

1.52 m (5 feet), bright orange Carsonite (or acceptable equivalent) survey marker (wt. 0.96 Kg).

## **4.0 BOUNDARY DEMARCATION**

### **4.1**

Monuments must be placed at all terminal and deflection points of isolated boundaries.

#### 4.2

Monuments must be marked with the year, with further markings and unique consecutive numbers to be in accordance with the official survey instructions. Lines indicating the direction of artificial boundaries radiating from the corner must be marked on the cap as well.

#### 4.3

Monuments for isolated boundary corners **must** be at placed terminal points, deflections and within the designated maximum interval specified in the official survey instructions. They must be set flush with the ground unless destruction is certain. Wherever possible, the isolated boundary corners are to be established in rock.

#### 4.4

Isolated boundaries in wooded areas are not required to be cut out nor blazed.

#### 4.5

Connections to previously surveyed boundaries must be made to those surveys which are located within 1 kilometre of any isolated boundary. A monument must be placed at the intersection of any isolated boundary with previously surveyed boundaries on official plans.

#### 4.6

Monuments must be accompanied by the following:

- A) Reference Posts:  
Three (3) reference posts each to be marked with the monument number, a unique identifier (1 to 3) and the letter "R", and the year, and must be placed more than 15 metres from the boundary monument.  
Reference posts must be placed in a manner that will be, in so far as possible, intervisible with the monument and provide a strong geometrical configuration for the relocation of the monument and must be connected to the monument.  
At least one reference post must be used for azimuth determination. This reference post **must** be placed a minimum distance of 50 metres from the boundary monument.
- B) Ancillary:
- a carsonite or acceptable equivalent marker post, ***firmly affixed***, which may require a pilot hole(s) in frozen ground or drill hole(s) in rock, as per the e-Instructions, **and where possible**
  - a **1 metre high (minimum)** stone mound must be placed **1 metre** from the boundary monument, where rocks are available, **or**
  - bearing trees where available.

Reference posts are not required in cases where a boundary corner is within a 300 metres radius of another monument.

#### 4.7

Colour digital photographs must be taken of each isolated boundary corner and must clearly identify:

- a) the isolated boundary corner
- b) the surrounding features
- c) the monument cap

Each digital photo must be marked with the monument number and date and indexed appropriately, and included as part of the survey report.

The best image quality setting must be used for the photographs (minimum 7.1 Mega pixel) and they must be provided in the report at 7.62cm x 12.7cm format as a minimum.

## **5.0 ACCURACY**

### **5.1**

The minimum absolute accuracy standard for the position of any monuments with respect to the Canadian Spatial Reference System (CSRS) is defined by a circular, absolute 95% horizontal confidence region which is less than 0.2 metres.

Refer to the e-Instructions for the minimum relative accuracy standard and further geo-referencing standards for the isolated boundary monuments being placed (see Chapter D1 – “Accuracy” and “Connections / Geo-referencing”).

### **5.2**

The position of natural or cultural features must be located in the field to a minimum accuracy of 3 metres relative to a parcel corner.

### **5.3**

Survey equipment, methods and procedures that will meet or exceed the minimum accuracy standards stated in the e-Instructions and herein must be used and must provide sufficient redundant (independent) measurements to confirm the position of **all** monuments. For GPS technology, redundant measurements means independent baselines eg. from independent sessions.

## **6.0 REFERENCE DATUM AND CONTROL**

### **6.1**

The positions of all isolated boundary monuments are to be integrated within the Canadian Spatial Reference System (CSRS) via Precise Point Positioning (PPP) as the preferred method with respect to the NAD83 CSRS datum.

### **6.2**

NRCan’s Geodetic Survey Division provides a free online PPP post-processing service at the following web link: [http://www.geod.nrcan.gc.ca/products-produits/ppp\\_e.php](http://www.geod.nrcan.gc.ca/products-produits/ppp_e.php)

### **6.3**

All ties between control and the boundaries being surveyed must be confirmed by redundant measurements.

## **8.0 SURVEY METHODS**

### **8.1**

Survey traverses and networks must provide for the following:

- a) closed figures
- b) sufficient redundant measurements to confirm the position of **all** monuments **and** reference posts in the survey
- c) the minimum accuracy requirements for the whole survey are met.

### **8.3**

All significant topographical and cultural features, within a minimum distance of **200 metres radially** of the boundary monument, must be referenced to the boundary monument.