

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
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

Title - Sujet Legal Survey, South Twin Island	
Solicitation No. - N° de l'invitation 23428-160278/A	Date 2015-07-22
Client Reference No. - N° de référence du client 23428-160278	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-015-10501	
File No. - N° de dossier EDM-5-38080 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-07	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Major, Andrea	Buyer Id - Id de l'acheteur edm015
Telephone No. - N° de téléphone (587) 926-3434 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 225-300 MAIN ST WHITEHORSE Yukon Y1A2B5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

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

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

Solicitation No. - N° de l'invitation

23428-160278/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm015

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

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File No. - N° du dossier

EDM-5-38080

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

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

1.2 Set-aside for Comprehensive Land Claims Agreement Beneficiaries

The proposed requirement is subject to the following Comprehensive Land Claims Agreement:

Eeoyu Marine Region Land Claims Agreement

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

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

1.5 Canadian Content

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 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 FPSs, 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.

2.3.1 Definition

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.

2.3.2 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 FPSs 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.

2.3.3 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.

2.4 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.

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Cree Involvement (1 hard copy)

Section IV: 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: Cree Opportunities Consideration

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

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

(a) Compliant with Annex "D", Mandatory Technical Criteria Evaluation.

Bidders are required to complete the Mandatory Technical Criteria by checking off each criterion as being "meet" or "doesn't meet" and provide documentary proof as required.

4.1.2 Financial Evaluation

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

4.1.3 Cree Opportunities Consideration Evaluation

Bidders have the ability to receive an evaluated price reduction through the provision of Cree involvement in their proposal. A reduction of up to 10% may be applied to the total evaluated price based on the provision of proof that your organization or service provided meets the criteria stated in Annex "E", Cree Opportunities Consideration.

4.2 Basis of Selection

4.2.1 Basis of Selection- Mandatory 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 AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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](#)

Failure to provide this certification completed with the bid will render the bid non-responsive.

5.1.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2.3.2 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.

5.2.3.3 Education and Experience

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

5.2.3.4 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [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.

6.3.1 General Conditions

2010C (2015-07-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to January 4, 2016 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrea Major
Title: Supply 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: (587) 926-3434
Facsimile: (780) 497-3510
E-mail address: andrea.major@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.

6.5.2 Project Authority

The Project Authority for the Contract is: *(to be filled out at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6.6 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.

6.7 Payment

6.7.1 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 Applicable taxes are extra, if applicable.

b) For the Work described in Section 2 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 included and Applicable Taxes are extra, if applicable

6.7.2 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.

6.7.3 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 90% 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 90% 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.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

6.7.4 SACC Manual Clauses

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

6.8 Invoicing Instructions

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.

Each invoice must be supported by:

- a. a copy of the monthly Comprehensive Land Claim Agreement beneficiary involvement progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy 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.

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

Reference #23428-160278

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.9.2 SACC Manual Clauses

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

6.10 Applicable Laws

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

6.11 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- Service (Medium Complexity) 2010C (2015-07-03);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Workers' Compensation Board Mandatory Health And Safety;
- (f) Annex D, Mandatory Technical Evaluation Criteria;
- (g) Annex E, Cree Opportunities Consideration;
- (h) the Contractor's bid dated _____.

6.12 SACC Manual Clauses

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

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ANNEX "A"

STATEMENT OF WORK

TABLE OF CONTENTS

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Legal Survey of Chapter 5.8.7 South Twin Island Exchange Parcel, Eeyou Marine Region Land Claims Agreement

SGB Reference Number 2014-18-015, NT; File Number SM8272-17

(Please quote this Reference and File number when writing)

Note: In order to fulfill the obligations outlined in the Eeyou Marine Region Land Claims Agreement, the Crees of Eeyou Istchee shall be given first consideration, and involved wherever possible, in providing personnel and support services associated with this project. Documentary proof of first consideration shall be provided.

1. INTRODUCTION

As per the Eeyou Marine Region Land Claims Agreement and associated Implementation Plan, the Surveyor General has responsibility for and control over legal surveys to determine the boundaries or part of the boundaries of Cree Lands as described in the said Agreement. Natural Resources Canada – Surveyor General Branch (North) is responsible for the management of the legal surveys for the lands identified for survey under the Eeyou Marine Region Land Claims Agreement.

PLEASE NOTE: Legal surveys and plan preparation must be completed in accordance with this Statement of Work and the National Standards for the Survey of Canada Lands, September 2014, Version 1.0 and Official Survey Instructions.

2. LOGISTICS AND RISK MANAGEMENT

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

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

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

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

The surveyor should also consider and respect aboriginal culture, wildlife (polar bears/migratory birds) and land ownership when working within the Eeyou Marine Region.

3. SCOPE OF WORK

The requirement is for a legal survey of approximately 6.4 - kilometres of natural boundaries and the legal survey and demarcation of approximately 4.2 - kilometres of artificial boundaries of 1-Canada Lands Parcel (Exchange Parcel), adjacent to Cree Lands, (see attachment III with the Unrecorded Plan) pursuant to Chapter 5.8.7 of the Eeyou Marine Regional Land Claims Agreement. The Scope of Work includes the preparation of field notes in plan form and a Compiled Plan of the the Exchange Parcel, Section 29 of the Canada Lands Survey Act, digital files of the Field Notes and Compiled Plan, and the associated reports.

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

4. PROJECT REQUIREMENTS

4.1

The requirement is for the legal survey and demarcation of one (1) Canada Lands Parcel located on South Twin Island, Nunavut.

Artificial boundaries shall be demarcated and surveyed in accordance with the relevant legal description; the Unrecorded Descriptive Map Plan of South Twin Island Chapter 5.8.7 Exchange (See Attachment 1)

**** The location of the rectilinear boundaries as depicted on the Unrecorded Descriptive Map Plan reflects the intent of the parties.** Annotated coordinates are intended to complement the description as depicted on the legal description. The location is to be the intersection with the southeasterly boundary and the OHWM.

4.2

No motorized vehicles are allowed on South Twin Island.

4.3

Each field crew must include a Cree Wildlife Officer. A firearm must be on site with all field parties due to a concentrated Polar Bear population. South Twin Island has been identified as a significant Polar Bear denning area.

4.4

Boundary monuments, CLS Standard (Capped) posts 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. Markers and plaques, must accompany each placed monument.

4.5

Sufficient photographs (color) shall be taken of each boundary monument as well as any unusual circumstances concerning the boundary definition to facilitate boundary relocation and to supplement the plan and the survey report.

If possible provide a high oblique aerial photograph which captures the natural features defining the parcel corner. A photograph which is taken from the ground and captures the natural feature in conjunction with a view of any ancillary monumentation, is also required (for example a marker post). Each photograph should be marked with the parcel and monument number and indexed appropriately.

4.6

At the locations where artificial boundary intersects the natural boundary (OHWM), tie and plot the Natural boundary a minimum of 100 metres south.

4.7

Natural boundaries of the Exchange Parcel shall be located at the ordinary high water mark of those tidal waters.

4.8

The position of all boundary monuments shall be integrated within the Canadian Spatial Reference System (NAD83 CSRS). GCP (Station 1003 and 1004) from the unrecorded plan, Attachment III, can be used for geo-referencing purposes (Chapter 1.9, section 46, National Standards for the Survey of Canada Lands, September 2014, Version 1.0)

4.9

Monuments are to be stamped ST-xx where xx represents the monument number. Note, xx is a unique positively incrementing number starting at 12 (i.e. ST12).

4.10

In keeping with the current legislation, the following items, at least must be adhered to noting that further restrictions may apply:

- a) The project must comply with all land use permits.
- b) The size and location of the fuel cache, if established on Canada Lands, must be in accordance with Statutory Requirements.
- c) All drums from the fuel caches must be removed from the land upon demobilization.

In researching, planning and carrying out the project, consideration shall be given to altitude restrictions, distance restrictions and abatement procedures when operating a helicopter or fixed wing aircraft in the vicinity of wildlife. Contractor must refer to Canadian Aviation Regulations.

Note: There may be additional restrictions as a result of the contractor's proposed methodology.

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

5.1

The Canada Lands Surveys Act, R.S. 1985, c. L-6 and the *National Standards for the Survey of Canada Lands, September 2014, Version 1.0*; <http://clss.nrcan.gc.ca/surveystandards-normesdarpentage/index-eng.php>.

5.2

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

5.3

Eeyou Marine Region Land Claims Agreement (2010), Agreement between the Crees of Eeyou Istchee and Her Majesty the Queen in Right of Canada Concerning the Eeyou Marine Region.

5.4

Territorial Land Use Regulations, C.R.C., c. 1524, made under the Territorial Lands Act, (R.S., 1985, c.T-7).

6. **LIAISON**

Tracey McCaie
Manager, Lands Administration
Aboriginal Affairs and Northern Development Canada
PO Box 100, Building 918
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-4280 Fax: (867) 975-4286
(land matters on Canada Lands)

Brian Craik
Director of Federal Relations
Grand Council of the Crees (Eeyou Istchee)
81 Metcalfe, Suite 900
Ottawa, Ontario
K1P 6K7
Telephone: (613) 761-1655 Fax: (613) 761-1388
Cell (613) 724-1097 Email braik@cngov.ca

(Contact for Cree Lands matters - must be contacted prior to field survey)

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 the involvement of Cree 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;
- b) a list of Cree Citizens hired, and Cree Businesses and services involved in the project;
- c) a list of personnel on the job, and
- d) location of fuel caches

* Documentation is required to prove employment of Cree Citizens and Cree Businesses.

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

7.2 Progress and Status Report

A written progress and status report shall be submitted to the Technical Authority weekly during the field survey and monthly for the duration of the project. It shall 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 shall also be provided for all milestone payments for fieldwork.

7.3 Demobilization Report

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

- a) demobilization date;
- b) detailed logistics pertaining to the involvement of the Cree;
- c) how compliance with any operating conditions of a Land Use permit were achieved, and
- d) how any environmental impacts identified in the completion of the field survey were addressed.

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;
- e) detail with respect to downtime logistics pertaining to Inuit, 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

7.5.1 Survey Report

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

In addition to the requirements prescribed in Chapters 4, National Standards for the Surveys on Canada Lands, 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 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 each boundary monument as well as any unusual circumstances concerning the boundary definition,
- e) GPS equipment and GPS principles of operation 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 shall 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 shall include:
 - Adjustment listings (both constrained and unconstrained), this shall 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.

7.5.2 Cree Involvement Report

A brief report, bound separately and in *.pdf form, listing and outlining the extent and dollar value of Cree involvement in providing personnel, services, training and equipment. This report should include all occurrences of communication with the Grand Council of the Crees (Eeyou Istchee). The report will be made available to the Grand Council of the Crees (Eeyou Istchee).

7.5.3 Plans and Field Notes of Survey

- a) Prior to submission of the mylar original, three (3) signed paper prints (folded) of each sheet of the Final Plan and Field Notes of survey in plan form, one (1) *.pdf file of the plan, and Digital Spatial Files in accordance with the National Standards for the Surveys of Canada Lands, September 2014, Version 1.0.
- b) NAD83 (CSRS) geographic coordinates (in arc seconds to 3-decimal places) and NAD83 (CSRS) UTM-grid coordinates (to the nearest centimetre) shall be shown in tabular form for all monuments placed by survey and also stations used for survey control. A combined scale factor, to 7 decimal places shall be shown.

8. MATERIALS NOT PROVIDED

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

9. PROVIDED MATERIALS & INFORMATION

Attachment I Relevant Legal Descriptions

<http://clss.nrcan.gc.ca/plan-eng.php?id=866+RSNWT+NU>

Attachment II Cree Nation Business Directory

Attachment III Copy of unrecorded plan adjacent to project.

<http://clss.nrcan.gc.ca/plan-eng.php?id=865+RSNWT+CA>

NOTE: For geodetic information please contact the Canadian Geodetic Survey, 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 and the regional/local Hunters, Fishermen and Trapping Association, 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; Director of Federal Relations, Grand Council of the Crees (Eeyou Istchee); and Manager, Land Administration, Nunavut Region INAC.

10.2

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

10.3

The Contractor will be responsible for obtaining an access permit from the **Director of Federal Relations, Grand Council of the Crees (Eeyou Istchee)**. Any costs associated with the permit and for maintaining contact with the required authorities shall be the responsibility of the contractor. Sufficient notice shall be provided for processing such requests prior to field work.

11. ACCEPTANCE CRITERIA

The work must be performed to the satisfaction of and is subject to the acceptance of the Technical Authority. The responsibility for final accuracy and completeness of the survey and the returns rests with the Contractor. Any work which does not meet the standards and specifications contained in this Statement of Work and the National Standards for the Survey of Canada Lands, September 2014, Version 1.0 and the Survey Instructions will not be accepted.

12. ADDITIONAL

12.1

Prior to commencement of the survey, the Contractor and/or designated on-site supervising CLS shall attend a start-up meeting, with the Technical Authority to discuss the details of the work and to finalize the scheduling. The meeting can be in person, video conference or some alternate mutually agreed upon medium.

12.2

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

13. DELIVERY DATES

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

13.1

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

13.2

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

13.3

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

13.4

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

13.5

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

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13.6

Fieldwork completed by October 30, 2015 - legal survey and demarcation of the administrative boundary.

13.7

Satisfactory returns of survey as per section 7 shall be submitted no later than December 31, 2015.

Note: The submission of all deliverables, including the Plan and 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.

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ANNEX "B"

BASIS OF PAYMENT

TOTAL FIRM PRICE: \$ _____, APPLICABLE TAXES EXTRA (excluding estimated down time cost and post fees and plan fees).

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				
Item	Milestone	Amount Claimed	Holdback	Amount Due
		A	10% of A	90% 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.	Final Returns (7.4 of the Statement of Work)	\$	\$	\$
5.	Release of Holdback following acceptance of all contract reports/deliverables	\$	\$	\$
6.	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.

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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:		\$

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

ANNEX "C"

WORKERS' COMPENSATION BOARD MANDATORY HEALTH AND SAFETY

For work in Nunavut:

1. EMPLOYER/CONTRACTOR

1.1 The Contractor must, for the purposes of the Safety Act and Regulations 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 given no further consideration.

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

MEET _____ DOESN'T MEET _____

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

MEET _____ DOESN'T MEET _____

3. Documentary proof that Cree Nation Businesses, Cree Private Businesses and Cree Citizens are employed on this project.

MEET _____ DOESN'T MEET _____

4. Documentary proof that the bidder has at least one member per on-site field crew (assigned to this project) with either a valid First Aid Certificate, Wilderness First Aid Certificate or equivalent.

MEET _____ DOESN'T MEET _____

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 _____

6. Each crew proposed must include a Cree wildlife officer.

MEET _____ DOESN'T MEET _____

7. Completion and Submission of Annex "E".

MEET _____ DOESN'T MEET _____

ANNEX "E"

CREE OPPORTUNITY CONSIDERATIONS

The following additional price reduction for Cree benefits, allow the Bidder to provide a guarantee of Employee Content for the Eeyou Marine Region Land Claims Agreement.

The contractor has the ability to receive an evaluated price reduction for their bid by meeting the Cree Opportunity Consideration. **FOR EVALUATION PURPOSES ONLY**, a reduction of up to 10% 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 Cree opportunities benefit.

Cree 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.

Cree Opportunity Considerations	Percent reduction	Yes	No
Training: The bidder has provided a commitment to provide a 1-day training program <u>and</u> daily on-the-job training. 1-day training program (prior to the commencement of the work) (a) <u>Safety Training</u> to include use of: (i) satellite phone and / or spot device, and (ii) predator awareness (i.e. polar bear), and (iii) helicopter safety, and (iv) survival techniques, and (v) slip and fall (i.e. walking on tundra) (vi) Company Health and Safety Procedures for Field Work in northern and remote locations (b) <u>Surveying Training</u> , (i) handheld GPS, and (ii) map reading <p style="text-align: center;"><u>and</u></p> on-the-job training to include a daily onsite "Tailgate" safety meeting (following the commencement of the work) Note: the contractor must ensure access to safety equipment.	2%		
Employment: The bidder has provided a commitment to use Cree beneficiaries through Cree Nation Business Directory in carrying out the work. "Field Team" = survey crew, wildlife monitor, laborers, cooks, machine operators and field office	>30% of field team = 6%		

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staff.			
Transportation: The bidder has provided a commitment to use Cree transportation services through the Cree Nation Business Directory which may include: Boats Fixed wing aircraft Helicopter or any other means of transportation	2%		
MAXIMUM TOTAL PERCENT REDUCTION	10%		

COMMITMENT OF CREE BENEFIT CONTENT

(Name - Print)

(Signature of Authorized Officer of Business)

(Date)

The Contractor certifies herein that its Guarantee of Cree Opportunity Considerations Content submitted with its bid is accurate and complete.

ATTACHMENT II – CREE NATION BUSINESS DIRECTORY
Pièce jointe II - Cris répertoire nation d'affaires

Business and Services <http://www.gcc.ca/links/links.php>

Air Creebec <http://www.aircreebec.ca/>

The Nation News <http://www.nationnews.ca/>