



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Regional Manager/Real Property
Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

**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

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Regional Manager/Real Property Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

Title - Sujet Niagara Area Tenant Surveys	
Solicitation No. - N° de l'invitation EQ754-172834/A	Date 2017-02-20
Client Reference No. - N° de référence du client R.067842.004	
GETS Reference No. - N° de référence de SEAG PW-\$PWL-035-2271	
File No. - N° de dossier PWL-6-39159 (035)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-14	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Woodhall, Lauren	Buyer Id - Id de l'acheteur pwl035
Telephone No. - N° de téléphone (416) 512-5873 ()	FAX No. - N° de FAX (416) 512-5862
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Transport Canada Lands Niagara Area Lake Ontario to Queen Elizabeth Way	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Niagra Area Tenant Surveys	Total		1	Each	\$	\$			

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

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

1.3 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>) 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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](#).

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 (4 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

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.

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information 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

Bidders must comply with the following three (3) mandatory technical evaluation criteria and provide necessary documentation for each to support compliance. If the copy(s) is not provided at the bid closing, it must be provided within 2 days of request by the Contracting Authority. Any bid which fails to meet the following mandatory technical criteria will be given no further consideration and declared non-responsive. Each criterion should be addressed separately.

- a) The Bidder must clearly identify that an Ontario Land Surveyor(s) capable of signing the final plans will be available for the duration of the project.
- b) The Ontario Land Surveyor(s) must have a minimum of five (5) years of experience in Cadastral Surveying and must provide the Association of Ontario Land Surveyors (AOLS) (Cadastral) membership license(s) upon request.
- c) The firm must have and provide a valid Certificate of Authorization to conduct cadastral surveys within the Province of Ontario and be certified by the AOLS.

4.1.1.2 Point Rated Technical Criteria

The technical bid should clearly address, and in sufficient depth, the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

a) Firm's Skills/Experience

The Bidder should demonstrate that its firm has relevant and recent land surveying experience in the Province of Ontario for the type of services specified in the Statement of Work and sound knowledge of the land where this requirement is located. Recent experience means projects that have been completed and delivered since April 1, 2011.

I Skills, Experience and Qualifications

Examples of information to be provided

- Commitment to provide skilled and experienced personnel
- Demonstrate that the firm's experience and qualifications cover all the required functions and specialties, as they relate to the needs of this particular project.

II Experience of Similar Projects Completed

With respect to experience with similar completed large scale boundary survey projects, the Bidder should provide a list with a maximum of two (2) comparable projects carried out by the firm or its subcontractors in the Province of Ontario, and that included field surveys, research, property analysis, the preparation of plans and cadastral operations. The firm should provide the following information about these projects:

- A brief description of the work completed, and how it relates to the current project.
- Year completed
- The cost associated with the Bidder provided sample project(s)
- A letter of reference from the Bidders previous client(s).

III Extent of Resources from the Firm

The Bidder should demonstrate the ability of the firm to provide sufficient resources for the duration of the project.

- Size of the firm
- Capacity to dedicate additional resources, as required
- Demonstrated sufficient resources to meet the deadlines in the work plan

b) Understanding of the Project

The Bidder should demonstrate understanding of the goals of the project, the functional and technical requirements, the constraints, challenges and aspects that will shape the final result.

Examples of information to be provided

I Objectives and Requirements of the Project

- Functional and technical requirements
- The extent of the land to be surveyed and its specific features

II Difficulties and/or Special Constraints

- Major issues, challenges, constraints and the firm's ability to provide a plan of action.

- An assessment of elements at risk that may affect the project and the management strategy to reduce the risk.

c) Scope of Services

The Bidder should demonstrate its ability to perform the services, meet project schedule and provide a plan of action. The ability of the firm to provide all the services, as related to this project, within the time frame should be clearly demonstrated. The scope of services is intended to assess the firm's capacity to deliver the required services.

Examples of information to be provided

I Services

- List of services, as related to this project.

II Work plan

- Detailed description of tasks and deliverables (Work Plan)
- Outline of an action plan for service, with implementation strategies and the sequence of key activities
- Project schedule – proposed timetable for the delivery of principal services with established Plan phases

d) Management of Services

The Bidder should describe the following: how services will be managed to ensure continuing and consistent control as well as production and communication efficiency, the team's structure, the role and responsibilities of key personnel, the allocation of resources and how the team will be managed.

Examples of information to be provided

I Organization and Management of the Team

- Confirm the establishment of the full project team and alternates, listing the names of all members and their roles in the project, including the names of consultants, sub-consultants and specialist personnel and their role on the project
- Team organization and management (reporting relationships)
- Organizational chart with position titles and names
- Profiles of the key positions (special assignments and responsibilities)

II Control Methods: Quality, Cost and Schedule

- Communication strategies both internally and with the PWGSC Technical Authority.
- Response time – demonstrate how response time requirements will be met
- Describe the method for monitoring the services offered (quality, costs and timetable).

4.1.1.3 Technical Rating

The Evaluation Board will evaluate the criteria of paragraph 4.1.1.2 above in accordance to the weighting described below to establish the Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
4.1.1.2 a) FIRM'S SKILLS/EXPERIENCE			
I Skills, experience and Qualifications	1.0	0-10	0-10
II Experience of similar projects completed	1.0	0-10	0-10
III Extent of resources from the firm	1.0	0-10	0-10
4.1.1.2 b) UNDERSTANDING OF THE PROJECT			
I Objectives and requirements of the project	1.0	0-10	0-10
II Difficulties and/or special constraints	1.0	0-10	0-10
4.1.1.2 c) SCOPE OF SERVICES			
I Services	1.0	0-10	0-10
II Work plan	1.5	0-10	0-15
4.1.1.2 d) MANAGEMENT OF SERVICES			
I Organization and management of the team	1.5	0-10	0-15
II Control methods : quality, cost, schedule	1.0	0-10	0-10
TECHNICAL RATING	10		0-100

Generic Evaluation Table

The Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria using the relevant elements of the evaluation table to each criterion being assessed. They will assign a rating of 0, 2, 4, 6, 8 or 10 points for each evaluation criterion using the generic evaluation table below:

NON RESPONSIVE	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 POINTS	2 POINTS	4 POINTS	6 POINTS	8 POINTS	10 POINTS
Did not submit information which could be evaluated or erroneous information	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates expert understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be easily corrected	No significant weaknesses	No apparent weaknesses
	Bidder and/or the candidate lacks qualifications and experience	Bidder and/or the candidate does not have minimum qualifications and experience	Bidder and/or the candidate has minimum qualifications and experience	Bidder and/or the candidate is qualified and experienced	Bidder and/or the candidate is highly qualified and experienced
	Sample projects not related to this	Sample projects generally not related to this	Sample projects generally related to this project's	Sample projects directly related to this project's	Sample projects very related or almost identical

	project's needs	project's needs	needs	needs	to this project's needs
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Minimum acceptable capability, should meet minimum performance	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, Bidders **must** achieve a minimum Technical Rating of seventy (70) points out of the hundred (100) points available as specified above.

No further consideration will be given to Bidders not achieving the pass mark of seventy (70) points.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in accordance with Annex B, Basis of Payment, in Canadian dollars, Applicable Taxes excluded, Free on Board (FOB) destination, Canadian customs duties and excise taxes included.

The evaluated price will be determined as follows: the aggregate of the Firm Lot Prices for Milestones 1 through 5.

4.2 Basis of Selection

4.2.1 Basis of Selection - Minimum Point Rating

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points
2. Bids not meeting (a) or (b) or (c) will be declared non-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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

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

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may

also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [North American Free Trade Agreement](#) (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult [Annex 3.6](#) (9) of the *Supply Manual*.)

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.
6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

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.

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 the 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

[2010B](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lauren Woodhall
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region

Solicitation No. - N° de l'invitation
EQ754-172834
Client Ref. No. - N° de réf. du client
R.067842.004

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-6-39159

Buyer ID - Id de l'acheteur
pwl035
CCC No./N° CCC - FMS No./N° VME

Address: 4900 Yonge St. Toronto, ON M2N 6A6

Telephone: 416-512-5873
E-mail address: lauren.woodhall@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is: *(to be completed at Contract Award)*;

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.

6.5.3 Contractor's Representative

Contractor's Representative for the Contract is: *(to be completed at Contract Award)*.

Name: _____
Title: _____
Organization: _____
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

Solicitation No. - N° de l'invitation
EQ754-172834
Client Ref. No. - N° de réf. du client
R.067842.004

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-6-39159

Buyer ID - Id de l'acheteur
pwl035
CCC No./N° CCC - FMS No./N° VME

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s, as specified in Annex "B" for a cost of \$ _____. Customs duties are excluded and Applicable Taxes are extra.

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

6.7.2 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 85 percent of the amount claimed and approved by Canada if:

- 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;
- the total amount for all milestone payments paid by Canada does not exceed 85 percent of the total amount to be paid under the Contract;
- all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

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

6.7.2.1 Schedule of Milestones

The schedule of milestone for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Deliverable	Delivery Date (number of weeks from Contract Award)	Firm Lot price(s)
1	Refer to Annex A (SOW) Section 3.3	Refer to Annex A (SOW) Section 7.1 & 8	\$ _____
2	Refer to Annex A (SOW) Section 3.4	Refer to Annex A (SOW) Section 7.2 & 8	\$ _____
3	Refer to Annex A (SOW) Section 3.5	Refer to Annex A (SOW) Section 7.3 & 8	\$ _____
4	Refer to Annex A (SOW) Section 3.6	Refer to Annex A (SOW) Section 7.4 & 8	\$ _____
5	Refer to Annex A (SOW) Section 3.7	Refer to Annex A (SOW) Section 7.5 & 8	\$ _____
Total Firm Price(Taxes Extra)			

6.7.3 SACC Manual Clauses

SACC Manual clause A9117 (2007-11-30) T1204 – Direct Request by Customer Department

6.8 Invoicing Instructions - Progress Payment Claim

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:
 - a) all information required on form [PWGSC-TPSGC 1111](#);
 - b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
 - c) the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.3 SACC Manual Clauses

6.9.3.1 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation

until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.10 Applicable Laws

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

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 2010B, 2016-04-04 General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

STATEMENT OF WORK

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) STATEMENT OF WORK

SURVEYING TRANSPORT CANADA LANDS - NIAGARA TENANT SURVEYS - LAKE ONTARIO TO QUEEN ELIZABETH WAY

1. GENERAL

1.1 Summary description of work

The Department of Transport Canada (TC) would like to obtain a series of boundary surveys for parcels that are under the custodianship of TC in the Niagara area. The Department of Transport Canada owns lands which are managed by the St. Lawrence Seaway Management Corporation (SLSMC). These lands are leased to various tenants. This project includes cadastral surveying work required in order to establish the limits of certain TC lands for possible transfer purposes.

1.2 Purpose

To provide Transport Canada with Provincial Reference Plan surveys which may be used as a basis for the transfer of property to specific tenants as agreed by the said tenants. The objective of each Plan Phase is to prepare draft Reference Plans which further 'subdivide' recent Reference Plan Surveys (completed in early 2016). The proposed Reference Plans will have parts created for each potential transfer.

2. PROJECT PLAN PHASES

This project is divided into 5 Phases culminating in 5 or more Reference Plans and Surveyor's written reports and provide the necessary survey documents required for review by the Technical Authority in consultation with Transport Canada and St. Lawrence Seaway Management Corporation. The plan phase numbering begins at 3 in order to stay consistent with the previous phase numbers related to the properties at this location.

PLAN PHASE 3 (SEVERANCE): WATER BOUNDARY OF LAKE ONTARIO TO THE NORTH LIMIT OF LAKESHORE ROAD – PLAN 30R-14679

PLAN PHASE 4 (SEVERANCE): NORTH LIMIT OF LAKESHORE ROAD TO THE SOUTH LIMIT OF CHURCH ROAD – 30R-14680

PLAN PHASE 5 (SEVERANCE): SOUTH LIMIT OF CHURCH ROAD TO THE NORTH LIMIT OF CARLTON STREET -30R-14731

PLAN PHASE 6 (SEVERANCE): NORTH LIMIT OF CARLTON STREET TO THE NORTH LIMIT OF NIAGARA STONE ROAD – 30R- 14704

PLAN PHASE 7 (SEVERANCE): NORTH LIMIT OF NIAGARA STONE ROAD TO THE NORTH LIMIT OF THE QUEEN ELIZABETH WAY – 30R-14705 & 30R-14706

The work to be carried out and the documents/plans to be produced for each of these steps are detailed in the following sections.

3. WORK TO BE PERFORMED AND DELIVERABLES

3.3 PLAN PHASE 3 (SEVERANCE): WATER BOUNDARY OF LAKE ONTARIO TO THE NORTH LIMIT OF LAKESHORE ROAD – PLAN 30R-14679

The following Survey requirements must be read in conjunction with the attached Sketch 1 North Section Plan Phase 3 (SEVERANCE) which highlights the area of the St. Lawrence Seaway property covered by Plan 3, which is to be surveyed and reported on:

1. Approximately 22 Proposed parts are to be created as illustrated in orange and described on the said attached Sketch 1.
2. Where spikes are shown located in the vicinity of an existing part limit according to Plan 30R-14679, a part will be created by producing a line to intersect with the said existing part limit.
3. Where there is a question as to the location of any part limit, the Technical Authority will decide as to where the limit is to be set.

3.4 PLAN PHASE 4 (SEVERANCE): NORTH LIMIT OF LAKESHORE ROAD TO THE SOUTH LIMIT OF CHURCH ROAD – PLAN 30R-14680

The following Survey requirements must be read in conjunction with the attached Sketch 1 North Section Plan Phase 4 (SEVERANCE) which highlights the area of the St. Lawrence Seaway property covered by Plan 4, which is to be surveyed and reported on:

1. Approximately 27 Proposed parts are to be created as illustrated in orange and described on the said attached Sketch 1.
2. Where spikes are shown located in the vicinity of an existing part limit according to Plan 30R-14680, a part will be created by producing a line to intersect with the said existing part limit.
3. Where there is a question as to the location of any part limit, the Technical Authority will decide as to where the limit is to be set.

3.5 PLAN PHASE 5 (SEVERANCE): SOUTH LIMIT OF CHURCH ROAD TO THE NORTH LIMIT OF CARLTON STREET PLAN – PLAN 30R-14731

The following Survey requirements must be read in conjunction with the attached Sketch 1 North Section Plan Phase 5 (SEVERANCE) which highlights the area of the St. Lawrence Seaway property covered by Plan 5, which is to be surveyed and reported on:

1. Approximately 45 Proposed parts are to be created as illustrated in orange and described on the said attached Sketch 1.
2. Where spikes are shown located in the vicinity of an existing part limit according to Plan 30R-14731, a part will be created by producing a line to intersect with the said existing part limit.
3. Where there is a question as to the location of any part limit, the Technical Authority will decide as to where the limit is to be set.

3.6 PLAN PHASE 6 (SEVERANCE): NORTH LIMIT OF CARLTON STREET TO THE NORTH LIMIT OF NIAGARA STONE ROAD - PLAN 30R-14704

The following Survey requirements must be read in conjunction with the attached Sketch 1 North Section Plan Phase 6 (SEVERANCE) which highlights the area of the St. Lawrence Seaway property covered by Plan 6, which is to be surveyed and reported on:

1. Approximately 30 Proposed parts are to be created as illustrated in orange and described on the said attached Sketch 1.
2. Where spikes are shown located in the vicinity of an existing part limit according to Plan 30R-14704, a part will be created by producing a line to intersect with the said existing part limit.
3. Where there is a question as to the location of any part limit, the Technical Authority will decide as to where the limit is to be set.

3.7 PLAN PHASE 7 (SEVERANCE): THE NORTH LIMIT OF NIAGARA STONE ROAD TO THE NORTH

LIMIT OF THE QUEEN ELIZABETH WAY – PLAN 30R-14705 and PLAN 30R-14706

The following Survey requirements must be read in conjunction with the attached Sketch 1 North Section Plan Phase 7 (SEVERANCE) which highlights the area of the St. Lawrence Seaway property covered by Plan 7, which is to be surveyed and reported on:

1. Approximately 22 Proposed parts are to be created as illustrated in orange and described on the said attached Sketch 1.
2. Where spikes are shown located in the vicinity of an existing part limit according to Plan 30R-14704, a part will be created by producing a line to intersect with the said existing part limit.
3. Where there is a question as to the location of any part limit, the Technical Authority will decide as to where the limit is to be set.

4. SITE SECURITY AND CONTACTS

Under no circumstances should any contractor or bidder enter the site without preapproval from the Technical Authority. When required, the Technical Authority will make the necessary arrangements for site access through the St. Lawrence Seaway Management Corporation.

Main contact:

To be completed at Contract award

5. SURVEY AND PLAN REQUIREMENTS

5.1 The draft Reference Plan(s) must be in accordance with the Surveys Act, Surveyors Act, the Registry Act, the Land Titles Act and the Regulations made under them and in accordance with the standards and guidelines of the Association of Ontario Land Surveyors (AOLS), and any additional provisions outlined herein.

5.2 The draft Reference Plan(s) must be prepared in digital MicroStation (dgn) or AutoCad (dwg / dxf) formats and presented in a metric scale. The MicroStation cell library or AutoCad layer structures will also be supplied with the award of contract in the form of a sample plan and supporting documents. The digital graphics file (either MicroStation or AutoCad) must be based on the integrated coordinate system shown on the plan. The draft Reference Plan(s) and associated digital file must be provided in a form consistent with and similar to the sample plan.

5.3 The plan must contain a key plan illustrating the area in which the property is situated. The Standard Geographic Code (SGC) and Item Number will be supplied by the Technical Authority upon award of Contract and must be shown at the bottom right corner of the plan in the PWGSC 'Title Block' (to be provided).

5.4 Drawing Sheets:

Allowable trimmed sheet size and border dimensions are shown in the following table:

Drawing Sheet DESIGNATION	Sheet Size Dimensions Height x Width (mm)	Trimmed Size Dimensions Height x Width (mm)
A0	841 x 1189	821 x 1159
A1	594 x 841	574 x 811
A2	420 x 594	400 x 564

Lettering on the plan is not to be less than 2 mm in height. Unless preauthorized by the Technical Authority, plans must be oriented with the long side (width) at the top of the sheet. Plan sizes must conform to the sheet sizes noted above.

5.5 Draft Reference Plan Details:

The survey and plan must be in the form of a draft Reference Plan(s).
The perimeter of the Area of Survey must be monumented where existing boundaries require retracement. Where the perimeter of the Area of Survey is limited by a natural boundary (i.e. water's edge), monumented traverse lines with ties to the water's edge sufficient to detail the location of the water's edge are required.

5.6 Integration to the 6° UTM NAD83 Canadian Spatial Reference System (CSRS) Coordinate System

The preparation of these Plans of Survey must be integrated to the 6° UTM NAD83 (CSRS) Coordinate system in accordance with the Surveyors Act, Ontario Regulation 216/10.

Plan bearings must be grid bearings and plan distances must be ground distances. Where bearings are derived from project integration, integrated points must be selected at sufficient separation to provide accurate bearings. Large projects may require integration of more than two points to comply with AOLS regulations and standards.

The digital graphics file (either MicroStation or AutoCad) must be based on the integrated coordinate system shown on the plans. The plan must state the particulars of the coordinate system in a form consistent with the required regulations, standards and guidelines.

5.7 Elevations (when required)

When elevations are required as part of the survey, the following elevation note must be shown on the plan: *"Elevations shown hereon are referenced to the International Great Lakes Datum **or** the Canadian Geodetic Vertical Datum (CGVD) 1928 and are derived from elevation benchmark (describe benchmark) having an elevation of XXX.XX metres as recorded in (describe source of data)."* Where another elevation reference is used, a note providing similar information must be used.

5.8 Unrestricted Use

An unrestricted license to use the plan of survey, surveyor's report, CAD files, field notes and other deliverables is deemed to have been provided by the Contractor to Her Majesty, in Right of Canada as represented by PWGSC upon payment to the Contractor of the invoice(s) for the work. This license includes the right to provide copies of the deliverables to any other party.

6. RETURNS AND DELIVERY

6.1 The following materials must be submitted to the PWGSC Geomatics Project Manager (Technical Authority) upon completion of the draft Reference Plan(s):

- 2 paper prints of the signed **draft** Reference Plan(s), along with a copy of the associated digital CAD file. The CAD file is to be geographically referenced and correctly oriented to the geodetic datum required for this project (see section 5.6 Integration). The CAD drawing is to be submitted in grid dimensions. Distances reported on the face of the Plan are to be reported in ground units.
- All pertinent title search material and other related information.
- Photocopies of the field notes of survey (including printouts of data collector measurements).
- COSINE report for each Control Monument used to integrate the field survey measurements with the 6° UTM NAD83 (CSRS) Coordinate system and a report on the closeness of fit of the control survey field work and the existing Horizontal Control Monuments. The report must include all details related to the use of any Real Time Base Station Network services.
- Plan closures and an ASCII text file of the adjusted coordinates
- The signed Surveyor's report shall include the following items:
 - results of title investigation or research
 - issues related to site access,
 - Survey methodology
 - issues specific to particular real property interests both on and off the site (easements and/or rights of way)

- encroachments.
- Title or other issues requiring further investigation or research which would fall outside of the original scope of the work required for this project, with recommendations for resolution.
- Digital photographs in support of the Surveyor's Report where permissible by on site Security personnel.

7. EXPECTED DELIVERY DATES

Alternatives to the following schedule will be considered, but will require pre-approval by the PWGSC Geomatics Project Manager.

7.1 Plan Phase 3 Delivery Schedule:

A **first submission** of the signed draft Reference Plan(s) and written report along with other preliminary returns described in Section 3.3 must be provided by the Contractor within 4 weeks from the Contract Award date.

After review of the draft Reference Plan(s) and draft Surveyor's Report on Title, the Technical Authority will provide any comments and/or recommendations regarding the plan(s) and issue instructions to finalize the draft Reference plan(s). These instructions are anticipated to be given approximately 2 weeks following the first submission by the Contractor. (Note: the plan is not to be deposited in the Registry Office at this stage).

A **second submission** of the signed draft Reference Plan(s) described in Section 3.3 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the first draft reference plan(s).

The Technical Authority will review the second submission of the signed draft Reference Plan(s) in consultation with the TC and SLSMC clients. Following this review, the Technical Authority will provide the Contractor with any comments and/or recommendations regarding the plan(s). If the changes requested are minor in nature (i.e. no further field work and/or research required) the Technical Authority will issue instructions to finalize the draft Reference Plan(s). These instructions are anticipated to be given within 2 weeks to 6 weeks following the second submission by the Contractor for Plan Phase 1. (Note: the plan(s) are not to be deposited in the Registry Office at this stage).

A **third submission** of the signed draft Reference Plan(s) described in Section 3.3 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the second draft reference plan(s).

The Technical Authority will consult with the TC and SLSMC clients in order to ensure there are no subsequent requirements. Finalization and deposit of the Reference Plan(s) is to occur after this consultation.

7.2 Plan Phase 4 Delivery Schedule:

A **first submission** of the signed draft Reference Plan(s) and written report along with other preliminary returns described in Section 3.4 must be provided by the Contractor within 6 weeks from the Contract Award date.

After review of the draft Reference Plan(s) and draft Surveyor's Report on Title, the Technical Authority will provide any comments and/or recommendations regarding the plan(s) and issue instructions to finalize the draft Reference plan(s). These instructions are anticipated to be given approximately 2 weeks following the first submission by the Contractor. (Note: the plan is not to be deposited in the Registry Office at this stage).

A **second submission** of the signed draft Reference Plan(s) described in Section 3.4 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the first draft reference plan(s).

The Technical Authority will review the second submission of the signed draft Reference Plan(s) in consultation with the TC and SLSMC clients. Following this review, the Technical Authority will provide the Contractor with any comments and/or recommendations regarding the plan(s). If the changes requested are minor in nature (i.e. no further field work and/or research required) the Technical Authority will issue instructions to finalize the draft Reference Plan(s). These instructions are anticipated to be given within 2 weeks to 6 weeks following the second submission by the Contractor for Plan Phase 1. (Note: the plan(s) are not to be deposited in the Registry Office at this stage).

A **third submission** of the signed draft Reference Plan(s) described in Section 3.4 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the second draft reference plan(s).

The Technical Authority will consult with the TC and SLSMC clients in order to ensure there are no subsequent requirements. Finalization and deposit of the Reference Plan(s) is to occur after this consultation.

7.3 Plan Phase 5 Delivery Schedule:

A **first submission** of the signed draft Reference Plan(s) and written report along with other preliminary returns described in Section 3.5 must be provided by the Contractor within 8 weeks from the Contract Award date.

After review of the draft Reference Plan(s) and draft Surveyor's Report on Title, the Technical Authority will provide any comments and/or recommendations regarding the plan(s) and issue instructions to finalize the draft Reference plan(s). These instructions are anticipated to be given approximately 2 weeks following the first submission by the Contractor. (Note: the plan is not to be deposited in the Registry Office at this stage).

A **second submission** of the signed draft Reference Plan(s) described in Section 3.5 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the first draft reference plan(s).

The Technical Authority will review the second submission of the signed draft Reference Plan(s) in consultation with the TC and SLSMC clients. Following this review, the Technical Authority will provide the Contractor with any comments and/or recommendations regarding the plan(s). If the changes requested are minor in nature (i.e. no further field work and/or research required) the Technical Authority will issue instructions to finalize the draft Reference Plan(s). These instructions are anticipated to be given within 2 weeks to 6 weeks following the second submission by the Contractor for Plan Phase 1. (Note: the plan(s) are not to be deposited in the Registry Office at this stage).

A **third submission** of the signed draft Reference Plan(s) described in Section 3.5 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the second draft reference plan(s).

The Technical Authority will consult with the TC and SLSMC clients in order to ensure there are no subsequent requirements. Finalization and deposit of the Reference Plan(s) is to occur after this consultation.

7.4 Plan Phase 6 Delivery Schedule:

A **first submission** of the signed draft Reference Plan(s) and written report along with other preliminary returns described in Section 3.6 must be provided by the Contractor within 10 weeks from the Contract Award date.

After review of the draft Reference Plan(s) and draft Surveyor's Report on Title, the Technical Authority will provide any comments and/or recommendations regarding the plan(s) and issue instructions to

finalize the draft Reference plan(s). These instructions are anticipated to be given approximately 2 weeks following the first submission by the Contractor. (Note: the plan is not to be deposited in the Registry Office at this stage).

A **second submission** of the signed draft Reference Plan(s) described in Section 3.6 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the first draft reference plan(s).

The Technical Authority will review the second submission of the signed draft Reference Plan(s) in consultation with the TC and SLSMC clients. Following this review, the Technical Authority will provide the Contractor with any comments and/or recommendations regarding the plan(s). If the changes requested are minor in nature (i.e. no further field work and/or research required) the Technical Authority will issue instructions to finalize the draft Reference Plan(s). These instructions are anticipated to be given within 2 weeks to 6 weeks following the second submission by the Contractor for Plan Phase 1. (Note: the plan(s) are not to be deposited in the Registry Office at this stage).

A **third submission** of the signed draft Reference Plan(s) described in Section 3.6 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the second draft reference plan(s).

The Technical Authority will consult with the TC and SLSMC clients in order to ensure there are no subsequent requirements. Finalization and deposit of the Reference Plan(s) is to occur after this consultation.

7.5 Plan Phase 7 Delivery Schedule:

A **first submission** of the signed draft Reference Plan(s) and written report along with other preliminary returns described in Section 3.7 must be provided by the Contractor within 12 weeks from the Contract Award date.

After review of the draft Reference Plan(s) and draft Surveyor's Report on Title, the Technical Authority will provide any comments and/or recommendations regarding the plan(s) and issue instructions to finalize the draft Reference plan(s). These instructions are anticipated to be given approximately 2 weeks following the first submission by the Contractor. (Note: the plan is not to be deposited in the Registry Office at this stage).

A **second submission** of the signed draft Reference Plan(s) described in Section 3.7 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the first draft reference plan(s).

The Technical Authority will review the second submission of the signed draft Reference Plan(s) in consultation with the TC and SLSMC clients. Following this review, the Technical Authority will provide the Contractor with any comments and/or recommendations regarding the plan(s). If the changes requested are minor in nature (i.e. no further field work and/or research required) the Technical Authority will issue instructions to finalize the draft Reference Plan(s). These instructions are anticipated to be given within 2 weeks to 6 weeks following the second submission by the Contractor for Plan Phase 1. (Note: the plan(s) are not to be deposited in the Registry Office at this stage).

A **third submission** of the signed draft Reference Plan(s) described in Section 3.7 must be provided by the Contractor within 2 weeks from issuance of instructions to finalize the second draft reference plan(s).

The Technical Authority will consult with the TC and SLSMC clients in order to ensure there are no subsequent requirements. Finalization and deposit of the Reference Plan(s) is to occur after this consultation.

8. FINALIZATION AND DEPOSIT

8.1 The Technical Authority will provide instructions for finalization and deposit of the Reference plans. These instructions are anticipated to be given approximately 2 weeks and no longer than 8 weeks following the completion of the draft plans as described in Sections 7.1 thru 7.5.

8.2 Within 2 weeks of the instructions to deposit provided in Section 8.1, the surveyor must deposit the plan and supply:

- 1 paper print and a scanned (monochrome, 300 dpi) digital file (pdf preferred) of the **original** signed and deposited final plan;
- a copy of the digital files in MicroStation or AutoCAD formats;
- photocopies of any research materials and / or field notes of Contractor not provided previously (see Section 6.1);
- an ASCII text file of the final adjusted coordinates if changed from previous.
- A comprehensive report on title issues related to the subject lands that identifies all interests and supporting documentation. The report must also identify issues related to the extent and chain of title that require additional research. The report must also contain recommendations that may be considered in the resolution of issues requiring additional attention.

9. ENCLOSURE LIST

SKETCH 1 NORTH SECTION – PLAN PHASE 3 (SEVERANCE)
SKETCH 1 NORTH SECTION – PLAN PHASE 4 (SEVERANCE)
SKETCH 1 NORTH SECTION – PLAN PHASE 5 (SEVERANCE)
SKETCH 1 NORTH SECTION – PLAN PHASE 6 (SEVERANCE)
SKETCH 1 NORTH SECTION – PLAN PHASE 7 (SEVERANCE)

Copies of background plans are located in the Appendices.

Please note that copies of any additional associated plans and documents on file with the Technical Authority will be provided to the successful contracting firm at the start of the project. However, it will be the responsibility of the contracting firm to undertake proper research to ensure that they have all of the relevant information required for the completion of the survey.

APPENDICES

PLAN 30R-14679
PLAN 30R-14680
PLAN 30R-14731
PLAN 30R-14704
PLAN 30R-14705
PLAN 30R-14706

Solicitation No. - N° de l'invitation
EQ754-172834
Client Ref. No. - N° de réf. du client
R.067842.004

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-6-39159

Buyer ID - Id de l'acheteur
pwl035
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

Firm Lot Prices for ALL LINE ITEMS are ALL INCLUSIVE, in Canadian funds. No additional payments, for example fees or disbursements, will be permitted.

The Contractor must perform all the services described in the Statement of Work (SOW) in Annex "A" at the following Firm Lot prices:

The work (based on Plan Phases as described in Sections 3.3 thru 3.7 of the SOW) must be performed within a period of twenty (20) weeks from contract award.

Milestone No.	Deliverable	Delivery Date (number of weeks from Contract Award)	Firm Lot price(s)
1	Refer to Annex A (SOW) Section 3.3	Refer to Annex A (SOW) Section 7.1 & 8	\$ _____
2	Refer to Annex A (SOW) Section 3.4	Refer to Annex A (SOW) Section 7.2 & 8	\$ _____
3	Refer to Annex A (SOW) Section 3.5	Refer to Annex A (SOW) Section 7.3 & 8	\$ _____
4	Refer to Annex A (SOW) Section 3.6	Refer to Annex A (SOW) Section 7.4 & 8	\$ _____
5	Refer to Annex A (SOW) Section 3.7	Refer to Annex A (SOW) Section 7.5 & 8	\$ _____
Total Firm Price(Taxes Extra)			