



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

**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 Wipanipanis TLE Survey	
Solicitation No. - N° de l'invitation EW128-191266/A	Date 2018-10-30
Client Reference No. - N° de référence du client PSPC EW128-191266	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-119-10690	
File No. - N° de dossier WPG-8-41088 (119)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-11-15	Time Zone Fuseau horaire Central Standard Time CST
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: Zdan, Tyler	Buyer Id - Id de l'acheteur wpg119
Telephone No. - N° de téléphone (204) 509-5743 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

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

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Annex A: Statement of Work.

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 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

1.5 ePost Connect service

This bid solicitation allows bidders to use the ePost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2018-05-22) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Public Works and Government Services Canada

100 -167 Lombard Ave.
Winnipeg, MB, R3B 0T6
Email address (for initiating an ePost conversation): ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca **** Bids/Offers will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions. ****
Bid Fax: (204) 983-0338

2.3 Former Public Servant

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.

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 Manitoba.

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy), if applicable

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

This requirement includes mandatory technical evaluation criteria. See Annex A: Statement of Work.

4.1.1.2 Point-Rated Technical Criteria

This requirement includes point-rated technical evaluation criteria. See Annex A: Statement of Work.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1) To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 101

points.

- 2) Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 101 and the lowest evaluated price is \$45,000.00 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		90/101	80/101	70/101
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$90/101 \times 60 = 53.47$	$80/101 \times 60 = 47.52$	$70/101 \times 60 = 41.59$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		86.20	83.52	81.59
Overall Rating		1st	2nd	3rd

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 Canadian Content Definition

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

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

Public Works and Government Services Canada (PWGSC) requires the services of a Manitoba land surveying firm experienced in Treaty Land Entitlement (TLE) surveys in northern Manitoba to complete the work described in Annex A: Statement of Work.

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (2018-06-21), 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 date of Contract to March 31, 2020 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before March 31, 2020.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Zdan
Title: Procurement Officer
Public Works and Government Services Canada
Procurement Services
Directorate: Western Region
Address: 100-167 Lombard Avenue, Winnipeg, MB, R3B 0T6
Telephone: (204) 509-5743
E-mail address: Tyler.Zdan@tpsgc-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 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Telephone: _____
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

Name: _____
Title: _____
Organization: _____
Telephone: _____
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

*** This section will be completed upon contract award. ***

6.7.1 Basis of Payment

1. For the Work described in Section 1 of Annex B: Basis of Payment:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____. Customs duties are included 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.

2. For the Work described in Section 2 of Annex B: Basis of Payment:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$ _____. Customs duties are included and Applicable Taxes are extra.

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% committed, or

(b) four 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 Multiple Payments

[H1001C](#) (2008-05-12), Multiple Payments

6.7.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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.

6.9.2 SACC Manual Clauses

SACC Manual clause [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 Manitoba.

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 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

ANNEX A

STATEMENT OF WORK

I PROJECT DESCRIPTION

I.1 GENERAL

I.1.1 SERVICES

- .1 Public Works and Government Services Canada (PWGSC) requires the services of a Manitoba Land Surveying firm experienced in Treaty Land Entitlement (TLE) surveys in northern Manitoba.

I.1.2 PROJECT INFORMATION

Project Information	
Project Title:	Bunibonibee Cree Nation TLE survey of Wipanipanis Portage Selection
Project Location:	East Central Manitoba, along Hayes River, South of Oxford Lake and along the winter road Tp. 61 & 62 Rges. 1 & 2 WPM and Tp. 62 Rge. 6 EPM
User Department:	Indigenous Services Canada (ISC)
User Department Representative:	TBD
PWGSC Project Manager	TBD
Solicitation Number:	EW128-191266
Contract Number:	TBD
PWGSC Project Number:	R.099892.006
PWGSC Contracting Officer:	TBD

I.2 BACKGROUND INFORMATION

I.2.1 BACKGROUND

- .1 As part of the implementation of the various Treaty Land Entitlement (TLE) Agreements between Her Majesty the Queen in right of Canada, Her Majesty the Queen in Right of Manitoba, the Treaty Land Entitlement Committee of Manitoba Inc. and certain First Nations, Canada will undertake jurisdictional boundary surveys of lands selected or certain lands acquired by First Nation Trusts under the terms of the various Agreements. The surveys are required to identify the lands with certainty, to describe the lands identified for the acceptance of Administration and Control by Canada and for setting the lands aside as Canada Lands for Indian Reserve. In accordance with the agreements, all land surveys conducted under the agreements shall meet the requirements set from time to time by the Surveyor General of Canada. In Manitoba, the Surveyor General is represented by the Manitoba Regional Office of the Surveyor General Branch (SGB), Natural Resources Canada (NRCAN).
- .2 The TLE Projects may be phased as follows (reference Section I.5 for milestone details)

Phase I and II may be combined for field work spanning within the same fiscal year:

- .1 PHASE I (BOUNDARY FIELD WORK & LINE CUTTING)
- .2 PHASE II (NATURAL BOUNDARY DETERMINATION)
- .3 PHASE III (PLAN PREPARATION)
- .4 PHASE IV (PLAN REGISTRATION)

1.2.2 USER DEPARTMENT

- .1 The User Department referred to throughout the Terms Of Reference (TOR) is Indigenous Services Canada (ISC).

1.2.3 EXISTING CONDITIONS

- .1 The main characteristics of the TLE surveys vary from:
 - .1 Unsurveyed Territory in Remote Northern Manitoba: lakeshore area, forested, rocky and marshy terrain with no road access; to
 - .2 Surveyed Territory, Southern Manitoba in mostly driveable locations.

1.2.4 CONSTRAINTS AND CHALLENGES

- .1 Project planning may involve complex logistical requirements to access remote or accessible sites;
- .2 Unsurveyed Territory selection parcels generally are large and may require line cutting along the boundaries, smaller acquisition parcels may require extensive retracement;
- .3 The project scope must be tailored to meet the User Department's budget and Schedule. Diligent cost estimating, scheduling and cost control is required. Time is of an essence;

1.2.5 HAZARDOUS MATERIALS

- .1 For this project no hazardous materials identified to date.

1.2.6 PROJECT DELIVERY APPROACH

- .1 The land survey returns will be used to create parcels for Indian Reserve.

1.3 SUMMARY OF WORK

1.3.1 OBJECTIVE

The contractor shall prepare plans of survey with respect to certain TLE selections and acquisitions, in accordance with applicable laws and regulations governing land surveys on Crown Lands and other lands in the Province of Manitoba.

1.3.2 LAND SURVEY WORK

- .1 Demarcation and delineation, to applicable specifications, of exterior boundaries of First Nation TLE selections and acquisitions.
- .2 Preparation and submission of plans of survey, combined field books/reports, and digital (CAD) files suitable for recording in the Canada Lands Survey System (CLSS).

1.3.3 SPECIFIC REQUIREMENTS FOR SURVEYS

- .1 Ensure compliance with all acts and regulations governing land surveying in Manitoba.
- .2 Ensure compliance with site specific instructions issued by the Director of Surveys if applicable.
- .3 Ensure compliance with project specific CLSS requirements;
- .4 Investigate registry offices and report on land dispositions/activity for each site to help ensure any additional requirements are met under the related Manitoba Regulations

-
- .5 A current and valid Provincial Work Permit is required for all surveys on provincial Crown Lands and is to be on site and available for presentation to the Conservation Officer upon request – The funding authority is responsible for the obtaining and signing the work permit.
 - .6 Adhere to the accompanying Provincial Work Permit conditions, if applicable;
 - .7 The contractor shall be responsible for obtaining camp and other permits as required;
 - .8 Orientate selection photobase rectilinear boundaries relative to the ground using the best means possible when surveying a selection;
 - .9 Cutting and clearing of the selection or acquisition boundaries may be requested by the First Nation, if so, do not cut, clear or drop material on adjoining private lands or their related improvements (fences, etc.), see Site Specific Requirements (Point 2.1) and the Director of Surveys instructions as applicable;
 - .10 Liaise with appropriate authorities to ensure all provincial requirements are met;
 - .11 Liaise with First Nation authorities prior to commencement of the field portion of the work to confirm the availability of: resources, qualified or trainable workers, assess and determine the best method of accessing the site(s)
 - .12 Liaise with First Nation Representatives to the extent possible throughout the field portions of the surveys;
 - .13 Liaise with other sources as required to accomplish the work in the allotted time frames.
 - .14 TLE selection Water Boundaries shall be the OHWM of a Navigable Waterway (1997 Framework Agreement (FA), Definitions - Section 1.01(62), (63), (65). (reference to an online version of the FA, is in Section 1.4.5 of this document):
 - .1 The First Nation may select land above the OHWM and they may select beds of Non-navigable Waterways
 - .2 Waterways within selections that are found to have both a Navigable Outlet and an OHWM are to be excluded.
 - .15 Acquisition water boundaries shall be the OHWM, subject to the original grant from the crown and related investigation of title.
 - .16 Locate, verify and report on affected natural boundaries of the parcels being surveyed;
 - .17 Place/Confirm required survey monuments and related marker posts and plates in practical locations; near end points on each side of OHWM (navigable river/lake) crossings; and at deflections of new boundaries for the subject lands:
 - .1 Place/confirm ISP Type “E” iron posts (0.025 square by 0.914 long), at all required positions except at Geo-referenced Control Points (GCP), witness and rock post positions;
 - .2 Place/confirm ISP Type “A” posts (Manitoba Government Survey Post – MGSP brass cap cemented in the requisite iron tube or rock) at GCP, witness and rock post positions unless Type “E” posts are found and in restorable condition;
 - .18 Ensure each placed MGSP is identifiable by stamping: “I R” on the future Indian Reserve side of the monument, the radiating boundary line(s), the year, and the sequentially marked unique number;
 - .19 Ensure “Indian Reserve” strips are fastened on marker posts near boundary intersections with OHWM, trails and other places of visible access (strips available from Manitoba Regional Office of the SGB, NRCan).
 - .20 Geo-reference the cadastral fabric in each survey following applicable CLSS geo-referencing

standards if Director of Surveys Instructions are unavailable or not required. The preferred method of geo-referencing is by use of Geodetic Survey of Canada's Precise Point Positioning service (PPP). Refer also to Provincial Instructions for PPP and CSRS requirements;

- .21 Locate and report on (with sketches as needed) found improvements within 5 metres of the boundaries;
- .22 Report on improvements that may be found within the lands being surveyed (e.g. grave sites, camps, old occupation, etc.), generalizing their location unless requested otherwise;
- .23 Prepare Plans of Survey of selections or acquisitions as shown bordered on the photomap(s) or described in ownership documents that accompany the work;
- .24 The Plans of Survey must be acceptable for recording in the Canada Lands Surveys Records (CLSR) See Section 1.3.4;
- .25 Prepare Field Book and Report returns to CLSS standards, for the project, (combine into one document if possible);
- .26 Prepare NAD83CSRS Geo-referenced Digital (AutoCAD) File and related Report returns to CLSS standards, for each selection, (CAD files and Geo-referencing Reports may be combined as required).

1.3.4 SPECIFIC CLSS PLAN REQUIREMENTS

- .1 Plan Body:
 - .1 Show MGSP cap markings on the plan body;
 - .2 Show the area of each parcel and the total area of all parcels,
 - .3 If plan preparation is requested to perpetuate monuments relating to acquired or selected parcels, then enough measurements and calculations are to be collected to report and confirm parcel areas in the Field Notes/Report;
 - .4 Incorporate a NAD83CSRS grid bearing (use provincial Epoch requirement). The bearing is preferred to be on a rectilinear boundary line having an end point being one of the GCPs;
- .2 Title:
 - .1 For a selection survey, add, below "Plan of Survey", a line similar to: "Showing lands required for (Name of First/Cree/Ojibway) Nation", and a line similar to: "(Name or Names of each selection) Selection(s)". A First Nation name or site name is not required for an Acquisition or Perpetuating Monument survey;
 - .2 If one selection is shown on two plans, precede the selection name by "Part".
- .3 Notes:
 - .1 Include a CLSS type NAD83CSRS grid bearing statement in the notes section, referring to the observed stations.
 - .2 Include a line to the notes similar to "Support Information for this survey is contained in supplementary field notes and survey report recorded under Field Book Number FB _____ CLSR". The SGB Authority will be responsible in adding the Canada Lands Surveys Records Field Book number reference in the notes section subsequent to the submission of the final returns and prior to the Examiner of Surveys Approval signature.
- .4 Approval Memorials:
 - .1 Include a 5 cm x 10 cm blank space for future Canada Lands Survey Records

memorial near the ISC memorial (below). The CLSR recording number and approval will be electronically added by SGB subsequent to the LTO registration of plan.

- .2 With the exception of a plan of survey perpetuating monuments, include an Indigenous Services Canada (ISC) approval memorial in the following format:

INDIGENOUS SERVICES CANADA
This Plan is satisfactory

Project Manager,
Lands and Economic Development

Date

I.4 DELIVERABLES

I.4.1 MOBILIZATION REPORT

- .1 The contractor shall submit a sworn to report outlining the preparation and mobilization activities completed to date, which includes but is not limited to:
 - .1 Investigations prior to departure;
 - .2 List of personnel on the job, contacts made (including First Nation and Work Permit authorities);
 - .3 Deviations from the contractor's proposal clearly identified and reported with explanation;
 - .4 A copy of the written authority (Director of Surveys Instructions), required to carry out the survey, where applicable.

I.4.2 PRELIMINARY RETURNS (PHASE I AND PHASE II - COMBINE IF FIELD WORK IS COMPLETED WITHIN SAME FISCAL YEAR E.G.: APRIL 2018 TO MARCH 2019)

- .1 Phase I Returns:
 - .1 Sworn to Report of required work completed on site to date (personnel, contacts, lines surveyed, conditions, etc.) and time frames to complete the project, if differing from proposal.
 - .2 Sketch showing required survey work completed to date.
- .2 Phase II Returns:
 - .1 The combined preliminary Survey Report and Field Notes;
 - .2 Two full size paper prints of each preliminary plan and digital copy (compressed PDF format) as submitted to the Land Titles Office (LTO) for examination;
 - .3 Copies of plans or other documents pertaining to the survey that were obtained from sources other than the CLSS;
 - .4 Calibration or standardization results for instruments or equipment, computer print outs (least squares adjustments, etc.) are not to be submitted, but must be made available on request.

I.4.3 PLAN PREPARATION (PHASE III)

- .1 Copies of and replies to The Property Registry, Deposit Examination Memos.
- .2 Copies of and replies to Director of Surveys Correspondence.

- .3 Copies of digital CAD files as submitted to Director of Surveys.
- .4 Correspondence to AANDC with reasons noting undue approval delays.

I.4.4 FINAL RETURNS (PHASE IV)

- .1 Plans of Survey, field notes and reports:
 - .1 The Original final reproducible plan and mylar copies of each selection or acquisition to provincial requirements and to the specific Canada Lands Surveys Requirements (as noted in this document), ready for approval signatures; and
 - .2 The combined Original Field Book and Report of the completed project in a non-permanent binding: (include comments on procedures and reasons for any deviations from: this statement of work, Director of Surveys instructions, technical proposal, First Nation liaison requirements and any other information of significance). Do not include computer printouts, copies of Work Permits or D of S Instructions, etc.; and
 - .3 All Final Return reports and field notes to be filed in the CLSR are to be as succinct as possible.
- .2 Digital (CAD) File(s) and related Georeferencing Report:
 - .1 The Final Geo-referenced (CAD) Digital file shall be in NAD83CSRS grid coordinates to CLSS specifications, including the main (three) GCPs with each of their Northing, Easting, Ellipsoidal Height and related/combined Scale Factor(s) listed.
 - .2 The Geo-referencing Report shall form part of the final Field Book and Report.
 - .3 The CLSS Layering scheme to use includes as a minimum, layers called: "0" (blank or empty), "CLSSBDRY" (rectilinear boundary), "CLSSBDRYNAT" (OHWM boundary), "CLSSGCP" (GCPs and GCP information table), "CLSSTIE" (tie lines between: control and control, control and boundaries, boundaries and other boundaries, and boundaries and other surveys, etc.). Other information, such as theoretical cadastral may be placed on a layer called "I" or your own layering scheme. A layer called "grid AREA" or similar named layer can be created (using data from the "CLSSBDRY" and "CLSSBDRYNAT" layers) for grid parcel coordinate polygons.

I.4.5 MISCELLANEOUS INFORMATION

- .1 The "water boundary" on the Selection Photomaps, as shown on supplied digital files and the approved site photomaps, and appearing to be the Ordinary High Water Mark (OHWM), is an office interpretation of where the water boundary may be. It is plotted from unrectified non-stereo imagery and will not necessarily indicate actual conditions.
- .2 The contractor must use accepted OHWM determination methods to plot the final OHWM boundaries. If applicable, the contractor must consult with provincial authorities for imagery requirements for the plan's OHWM plot;
- .3 New photography, if acquired, may be stored with reference to Canada in the provincial air photo library;
- .4 Digital imagery, if acquired shall be submitted as part of the final returns in a suitable media (e.g. portable hard drive) and format acceptable to Canada;
- .5 Searching for and compiling documentary evidence pertaining to the project shall be the sole responsibility of the contractor;
- .6 Geo-referencing shall comply with provincial and CLSS standards;
- .7 If there is a mutually exclusive difference between any requirement in a statement of work for a contract and Manitoba's requirements, Manitoba's requirements shall take precedence, subject to agreement of the Project Authority with provincial consultation;

- .8 Link to the 1997 Manitoba Framework Agreement is available at the bottom of this Provincial Web site: <https://www.gov.mb.ca/inr/treaty-land-entitlement/index.html> ;
- .9 Resources for CLSS/NRCan, SGB requirements noted in this document can be found at: <http://www.myclss.ca> as well as: <http://www.nrcan.gc.ca/earth-sciences/geomatics/canada-lands-surveys/10780> (the web sites have links and sub-links leading to: CLSR plans, National Standards for the Survey of Canada Lands, Accuracy Standards, related Addendum 1.3 Georeferencing, Specimen Plans (PDF and CAD) for Jurisdictional Boundaries, required CAD layering scheme, Report Contents, Accuracy Requirements, Online Geodetic (PPP) Tools, Definitions (such as GCPs), etc.). Not all information in the links apply to this work.

I.5 SCHEDULE

I.5.1 GENERAL

- .1 The project is to be delivered, ready for acceptance in accordance with the project milestones identified below;
- .2 Completion dates shown are relative to an assumed start date of October 1, 2018;
- .3 Prepare a Project Schedule, in accordance with the milestone list.

I.5.2 PROPOSED MILESTONE DATES

Project Phase	Milestone Completion Date
Contract award	October 1, 2018
Complete PHASE I field work Note: PHASE II filed work may be completed at same time if Contractor deems appropriate	March 7, 2019
Complete PHASE II field work, if not completed during PHASE I timeframe	August 15, 2019
Plan deposit to LTO (PHASE III)	September 15, 2019
Submission of Final Returns (PHASE IV)	December 15, 2019

2 REQUIRED SERVICES & PROJECT SPECIFIC INFORMATION

2.1 SITE SPECIFIC REQUIREMENTS

2.1.1 SITE SPECIFIC – WIPANIPANIS PORTAGE SELECTION

- .1 The site is remote, east central Manitoba, winter road access, rocky/marshy terrain, along a water system, recent and ongoing winter road realignment work is in progress;
- .2 The site is: along the new winter road, at and on both sides of the Hayes River, about 85 km Southwest (along the winter road) of the Oxford House Community (five parcels, including an island);
- .3 The selection boundaries to be surveyed are shown on the official (Tri-party), signed Photobase Map (Plan 2669 RSM – see Reference Documentation);
- .4 The selection boundaries shown as a yellow border on the photobase map are based on the following limitations: Original NTS sheet selection map's pencilled lines, and an exclusion based on Manitoba Infrastructure ESRA Map #P5-HR17;
- .5 Other exceptions: OHWM of Hayes River;
- .6 Attend, as required, the Director of Surveys Office to: 1) apply for TLE Crown Land Survey Instructions and; 2) obtain and confirm receipt of Crown Land Survey Instructions;
- .7 The new selection's extreme rectilinear boundaries are to be cut and cleared (about 3.6 km);
- .8 The Exclusion Zone boundaries **are not to be cut or cleared**;
- .9 The Exclusion Zone boundaries are for a future all-weather road and the inclusion of the current infrastructure (bridge, causeway, related works, and current winter road);
- .10 Contact the Manitoba Infrastructure Project Manager for information relating to the Exclusion Zone;
- .11 The Exclusion Zone is to remain unsurveyed crown land;
- .12 Provincial Work Permit is to be administered through the Northeast Region Lands Manager's Office in Thompson. The TLE selection is in the Gods Lake Narrows District – attendance may be required at the Conservation Office, refer to the Work Permit for details
- .13 If a temporary camp is proposed, Contractor is responsible to obtain a Provincial Camp Permit and adhere to its conditions.

2.1.2 FEDERAL GOVERNMENT

- .1 The federal authorities having jurisdiction over this project are:
 - .1 User Department for project program review (ISC);
 - .2 PWGSC.

2.1.3 OFFICE PORTION

- .1 Prepare Provincial Plan(s) of Survey suitable for LTO registration and CLSR recording of the subject lands, together with related Field Notes, Reports and digital CAD returns in the formats required:
 - .1 Submit Preliminary Returns and Interim Submissions in a timely manner;
 - .2 Submit Final Returns subsequent to Director of Surveys final tentative approval.
- .3

2.1.4 CONTACT LIST

- .1 Bunibonabee Cree Nation First Points of Contact:
 - Land Manager: Horace Crane, phone 204-538-2727
 - TLE Advisor: Jack Greives, phone 204-679-0937
- .2 Manitoba Infrastructure (Exclusion Zone information) contact: Marc Gauthier, Project Mgr. ph 204-619-2978, Marc.Gauthier@gov.mb.ca
- .3 TLEC contact: Linda Reimer 204-795-2683 email: lindareimer@tlecmb.ca
- .4 Work Permit Contact:
 - Regional Land Manager, Northeast Regional Office (Thompson), Province of Manitoba – Phone 204-679-0987, Fax 204-677-6359 (Field Office: Gods Lake Narrows District – ph. (204) 335-2366.
- .5 Canada Lands Surveys Technical Authority (CLS survey requirements):
 - Taras Tataryn, Sr. Tech. /Keith Norek, MLS, Natural Resources Canada, Surveyor General Branch, Manitoba Regional Office 204-983-3743/204-983-3793;
- .6 PWGSC Technical Authority (PWGSC contract requirements):
 - Joe Martin/Gail Robertson, Public Works & Government Services Canada, Professional & Technical Services, 780-918-3807/780-246-8590

2.1.5 OTHER INFORMATION

- .1 Rectilinear boundary: about 3.6 km, plus about 3.1 km of Exclusion Zone Boundary;
- .2 Waterway (OHWM) Boundary: about 5 km, including an island on the Hayes River;
- .3 Use of the best means possible to orientate the Signed Photobase Map boundary location relative to the ground, subject to existing surveys and mining claims.
- .4 Area: about 285 acres;
- .5 Occupation within selection: possible trapper's camp and portage on east side of selection – to remain part of selection. Report and generally locate any found improvements (such as dump sites, excavation, trails, pits, clearings for the bridge construction etc.) within the selection. Liaise with Bunibonabee Cree Nation representative to help report any other items of significance;
- .6 Ownership: The Selection is held by HMQ (Mb), the Exclusion Zone improvements (bridge, causeway, related work, winter road, etc.) is held by Manitoba Infrastructure , there may be construction on the road during the 2018 season contact the MI Project Mgr for details;
- .7 At least one meeting (by phone or in person) with the Technical Authority is required prior to the commencement of this work;
- .8 Working files (imagery and CAD layers) of the photobase map are available for information only and are not to not be used in determining the boundary location;

2.2 MITIGATION & INDIGENOUS PEOPLES INVOLVEMENT

2.2.1 MITIGATION MEASURES

- .1 Surveying activities are analyzed to determine the mitigation measures that may be implemented to lessen or eliminate the potential environmental effects.
 - .1 All on site fuel storage and handling shall conform to Manitoba Regulation, CCSM Cap. D12-188/2001 with respect to the storage and handling of petroleum products.
 - .2 All camp setups shall conform to proper site management practices. All garbage and refuse is to be removed from campsites and survey area. A pack out policy is to be

- observed.
- .3 All machinery is to follow existing paths and trails. New trails are to be kept to a minimum.
 - .4 If applicable all standards and practices noted in the Manual of Instructions for the Survey of Canada Lands with respect to the cutting out and blazing of lines, are to be observed.
 - .5 The First Nation shall be made aware of the presence, activity and scheduling of the survey crews.
 - .6 Contractors shall conform to all measures identified in the Fisheries Act respecting stream habitat loss and alteration.
 - .7 Contractors shall adhere to the terms and conditions set out in the Provincial Work Permit.
 - .8 Acquisition of camp permits is the responsibility of the contractor.

2.2.2 INDIGENOUS PEOPLES INVOLVEMENT IN LAND SURVEYING PROJECTS

- .1 A number of Federal government initiatives encourage the hiring of First Nation persons, their facilities and services when contractors are carrying out contracts for services for the Federal Crown. The Lands Directorate of Indian Affairs and Northern Development has in the past seen and will continue to see these initiatives as an important way to inject money into the local Indigenous economy. Treaty Land Entitlement (TLE) legal surveys provide an ideal opportunity for First Nations people to contribute to the identification of their TLE selections while at the same time garnering some income from these activities.

IN PRACTICAL TERMS THIS MEANS:

- .1 The First Nation for whom the Treaty Land Entitlement survey is being carried out must always be approached first for workers, services, accommodation, etc. to determine whether they can provide whatever is required at competitive prices. All bidders are free to negotiate their own terms with the First Nation.
- .2 Bidders, as in any competitive situation, are at liberty to look at all possible sources for the services and workers. There are no restrictions.
- .3 Any bidder, on any survey contract, in order to be competitive in his price proposal, has the freedom to use whatever combination of Indigenous and non-Indigenous persons, services, etc. that he deems suitable, available and necessary in order to carry out the project as he proposes and meet the project deadlines except as noted in 4. below.
- .4 It is a requirement that at least one member of the First Nation whose land selection is being surveyed be hired to assist in the legal survey. This assistant/trainee is usually chosen by the First Nation but his/her suitability will be the surveyor's decision. The assistant/trainee should be given enough exposure to the survey and to basic surveying techniques that they may acquire a general knowledge of the survey.

3 REFERENCE DOCUMENTATION

3.1 LIST OF ATTACHED DOCUMENTS

- .1 Plan 2669 RSM.dwg
- .2 Plan 2669 RSM.pdf
- .3 Map P5-HR17.pdf
- .4 Map P5-HR17a Winter Road Location.pdf
- .5 Hayes River revised ROW UTM coordinates.pdf
- .6 Hayes Bridge images

If there are any technical issues or additional information that can't be attached to the bid package can be requested to the PWGSC Technical Authority and transferred via FTP site.

4 PROJECT ADMINISTRATION

4.1 GENERAL REQUIREMENTS

- .1 The administration requirements outlined in this section are applicable to all PWGSC projects in the Western Region, unless otherwise indicated in the TOR.
- .2 All team members must maintain a professional, cordial and collaborative relationship.

4.2 LANGUAGE

- .1 All documents must be prepared in English.

4.3 MEDIA

- .1 The Contractor shall not respond to any media inquiry.
- .2 Direct all media requests to the Departmental Representative.

4.4 PROJECT MANAGEMENT

4.4.1 GENERAL

- .1 PWGSC administers the project on behalf of Canada and exercises continual control over the project during all phases of development.
- .2 This project is to be organized, managed and implemented in a collaborative manner.
- .3 The PWGSC project management team, the Contractor, the First Nation and the User Department teams are to work cooperatively at every stage of the project process in order to assure the successful outcome; a legal survey plan that will form the descriptive basis of First Nation lands.
- .4 Under the leadership of the PWGSC Departmental Representative, all team members are responsible for establishing and maintaining a professional and cordial relationship.

4.4.2 NATIONAL PROJECT MANAGEMENT SYSTEM

- .1 PWGSC uses the National Project Management System (NPMS) for management of its projects in order to align with the Federal Government approvals processes. Refer to the

PWGSC NPMS web site for more details.

.1 <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/index-eng.html>

4.5 LINES OF COMMUNICATION

- .1 All communications will be through the PWGSC Technical Authorities, unless directed otherwise.
- .2 This includes formal contact between the Contractor, the PWGSC Project Team, the NRCAN Technical Authorities, the First Nation and the User Department; EXCEPT as per .1.5.8 where a meeting is required with the NRCAN Technical Authorities prior to the commencement of the work.
- .3 Direct communication between members of the First Nation and the Contractor on field work or other matters may be required for Phases I & II of the project.
- .4 Direct communication between members of the PWGSC Project Team on routine matters may be required for resolution of technical issues.
- .5 However, this shall not alter project scope, budget or schedules, unless confirmed in writing by the Departmental Representative.

4.6 MEETINGS

4.6.1 GENERAL

- .1 The PWGSC Technical Authority(s) may arrange meetings throughout the project, with representatives from:
 - .1 The User Department;
 - .2 PWGSC;
 - .3 The Contractor, and;
 - .4 The First Nation
- .2 Standing agenda items shall include:
 - .1 Project Schedule;
 - .2 Cost;
 - .3 Risk;
 - .4 Quality, and;
 - .5 Health and Safety.
- .3 Project Start-up Meeting:
 - .1 As per 2.1.5.8, shall be arranged and facilitated by the NRCAN Technical Authorities, and;
 - .2 Includes the Contractor's project team and may include the PWGSC Technical Authorities.

4.7 CONTRACTOR RESPONSIBILITIES

- .1 The Contractor's Team includes the Contractor's staff, sub-consultants and specialists.
 - .1 This team must maintain valid expertise for the duration of the project;
 - .2 The team must include qualified registered land survey professionals with extensive relevant experience and who are capable of providing all required services;
 - .3 Team members may be qualified to provide services in more than one discipline, and;

- .4 The Contractor may expand the team to include additional disciplines.
- .2 The Contractor is responsible for:
 - .1 Obtaining NRCan Technical Authorities acceptance for each project phase, then PWGSC Technical Authorities approval before proceeding to the next phase;
 - .2 Accurately communicating project specifics, budget, and scheduling issues to staff, sub-consultants and specialists;

4.8 PWGSC RESPONSIBILITIES

4.8.1 ADMINISTRATION

- .1 PWGSC administers the project and exercises continual control over the project during all phases.

4.8.2 PWGSC PROJECT MANAGEMENT

- .1 The Project Manager assigned to the project is the PWGSC Technical Authority.
- .2 The Departmental Representative is directly responsible for:
 - .1 The progress and administration of the project, on behalf of PWGSC;
 - .2 Day-to-day project management and is the Contractor's single point of contact for project direction, and;
 - .3 Providing authorizations to the Contractor on various tasks throughout the project.

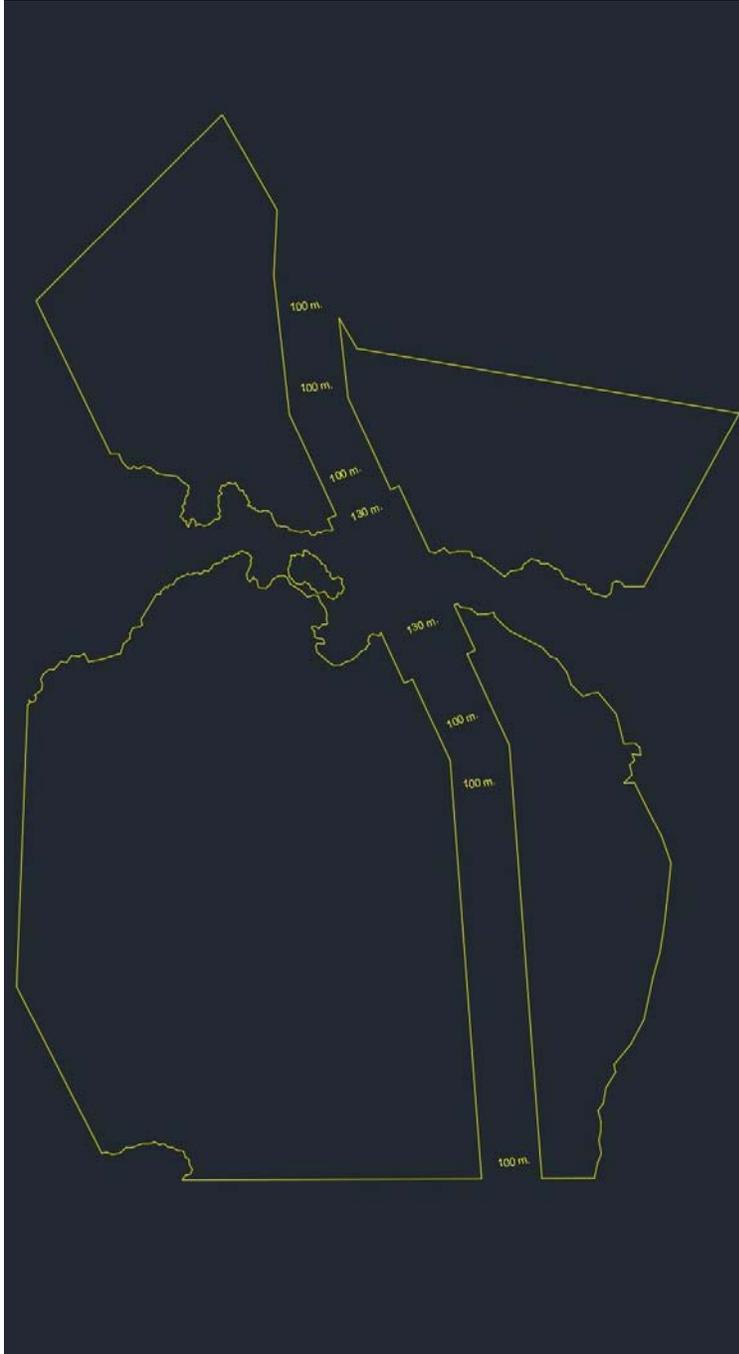
4.9 USER DEPARTMENT RESPONSIBILITIES

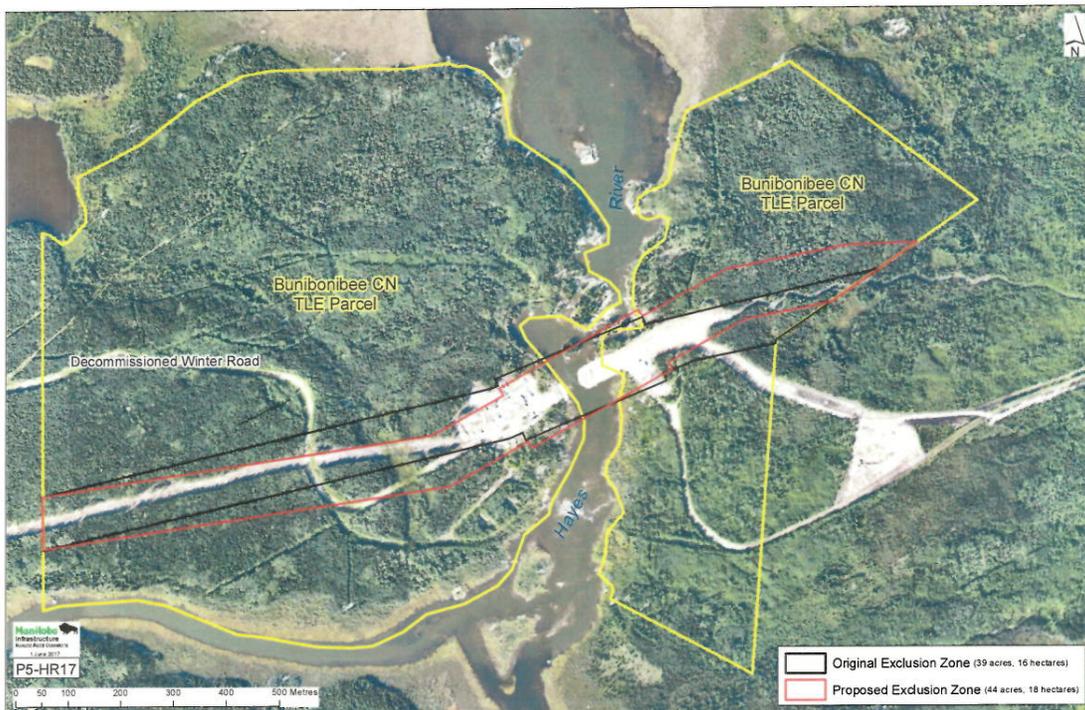
4.9.1 USER DEPARTMENT PROJECT LEADER

- .1 Is accountable for the expenditure of public funds and delivery of the project in accordance with the terms accepted by the Treasury Board.
- .2 Reports to the senior User Department executive management.
- .3 Will play several critical roles for the successful implementation of the project, including:
 - .1 Coordination of the quality, timing and completeness of information and decisions relating to issues related to the project.

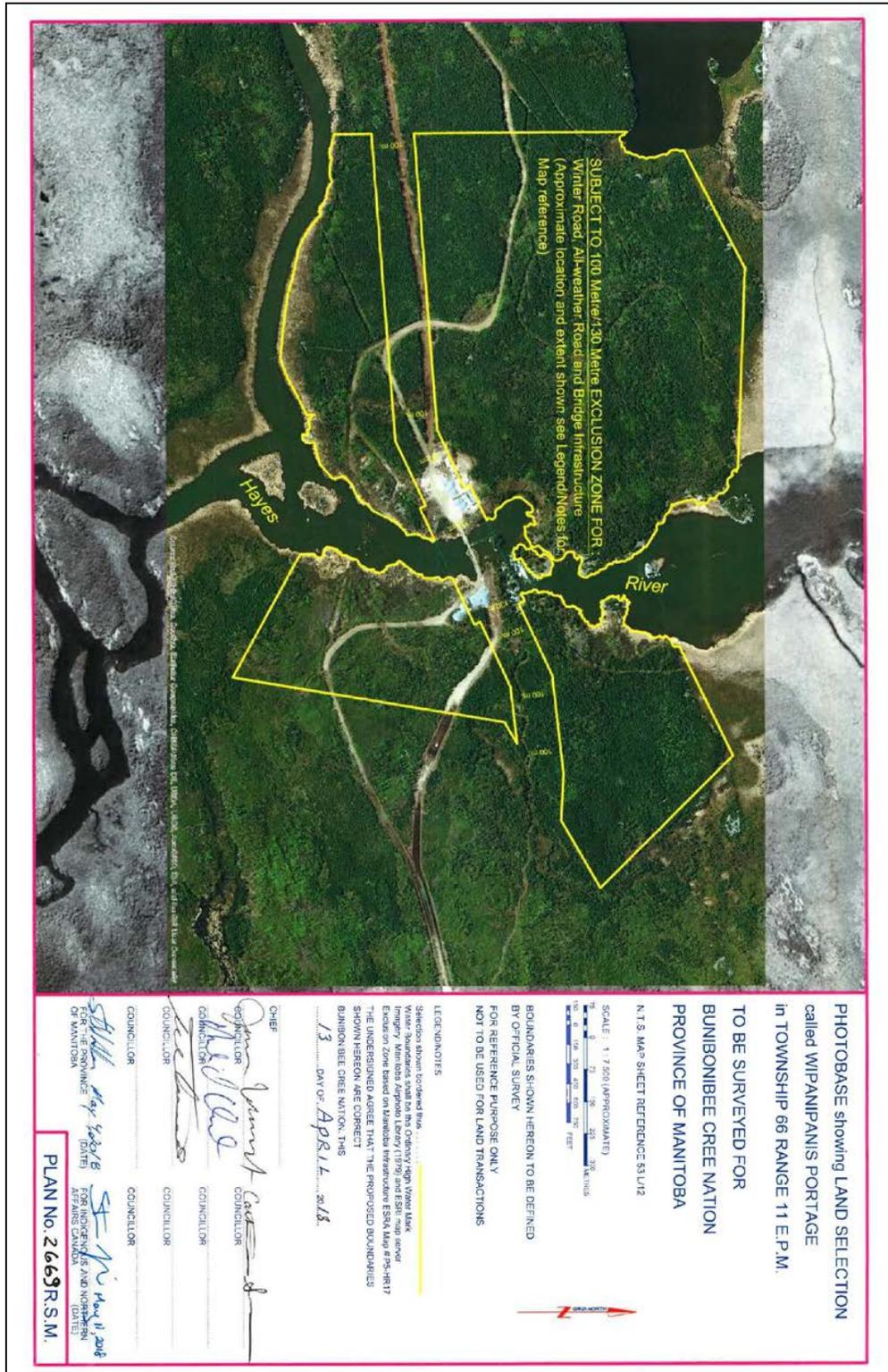
ANNEX A

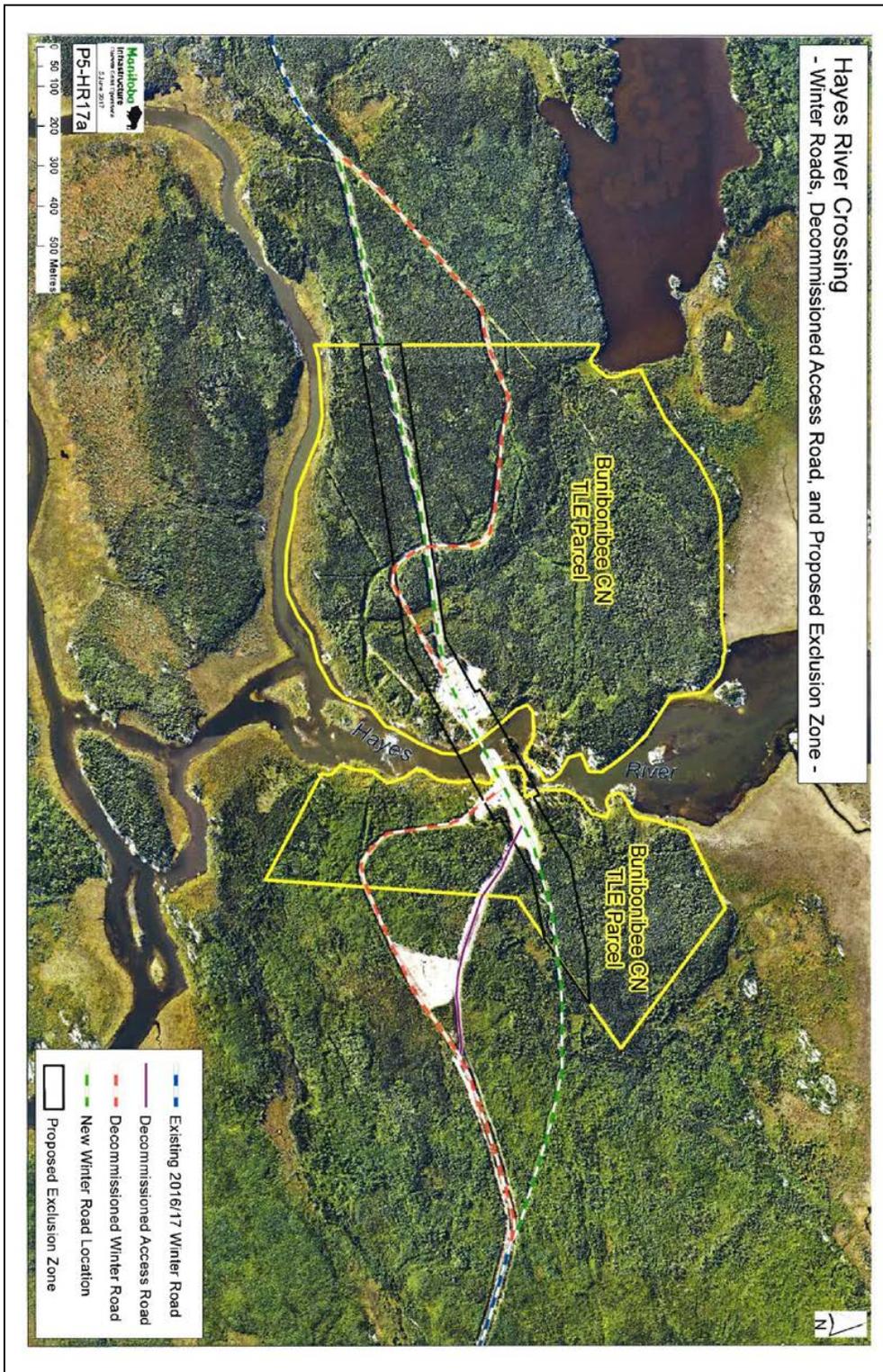
APPENDIX 1: REFERENCE DOCUMENTATION

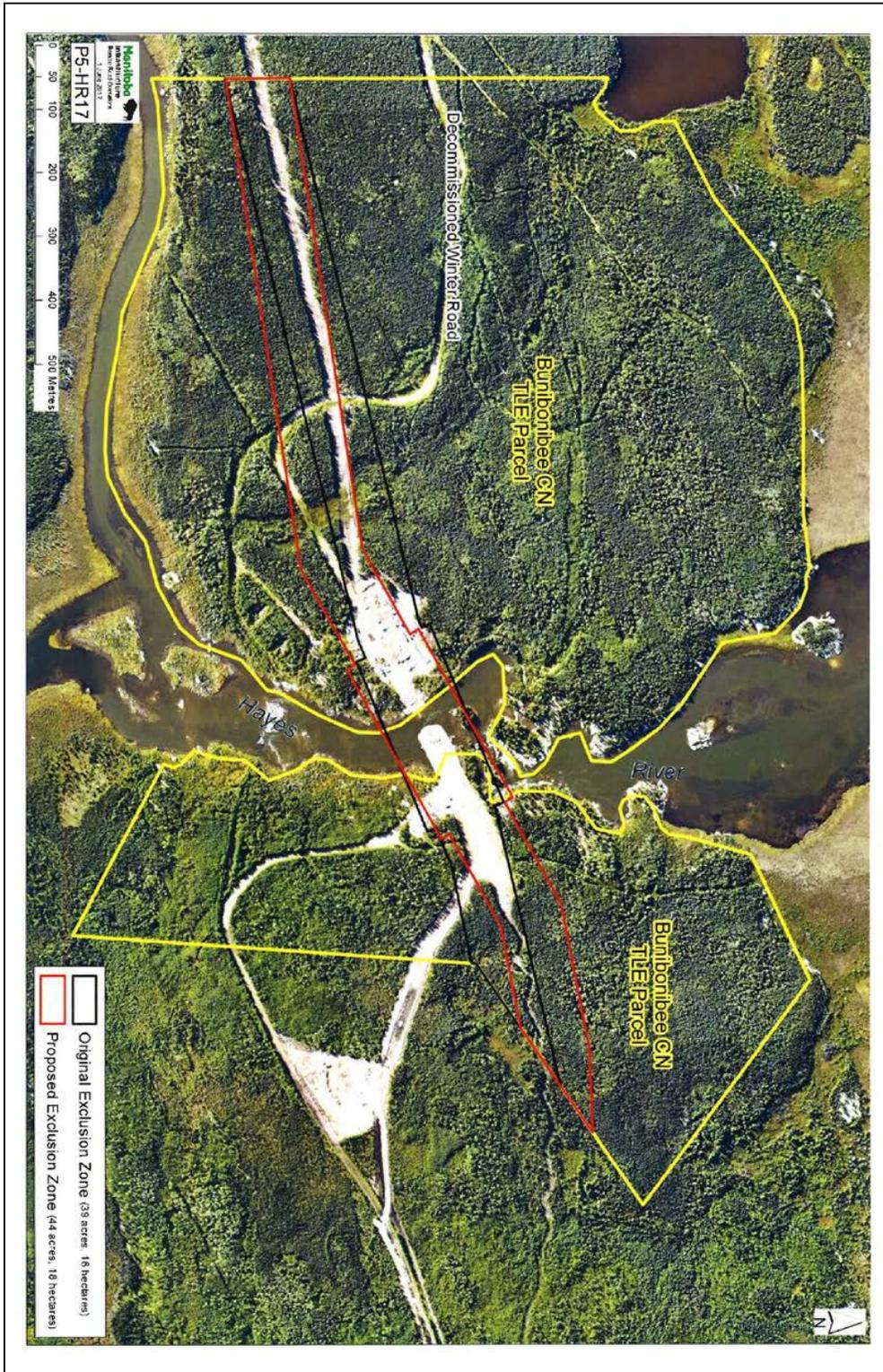




Handwritten signatures and initials in blue ink.









UTM ZONE 15	Northing	Easting
1	6065799.117	316868.458
2	6065698.346	316860.365
3	6065849.172	317612.337
4	6065750.62	317637.207
5	6065926.9	317746.865
6	6065913.249	317753.09
7	6065822.236	317794.522
8	6065808.584	317800.737
9	6066052.765	318023.355
10	6066039.113	318029.57
11	6065948.1	318071.002
12	6065934.448	318077.217
13	6066114.851	318195.938
14	6066017.053	318222.467
15	6066138.855	318424.793
16	6066034.133	318385.064
17	6066132.728	318558.268

Image of Hayes Bridge from the east:



Image of Hayes Bridge from the west:



ANNEX A

APPENDIX 2: COMPLIANCE MATRIX AND EVALUATION CRITERIA

The compliance matrix includes both **mandatory** and **point-rated technical criteria**. Please review the instructions below.

Mandatory Criteria

Bidders must address each mandatory technical criterion found in the compliance matrix and indicate whether the bid meets or does not meet the criterion. Bidders must state, "Yes," or, "No," to each criterion and provide any supporting documentation requested. Failure to address a criterion will be considered as a, "No," response for that criterion.

Failure to meet any of the mandatory criteria will result in the bid being deemed non-compliant.

Point-Rated Criteria

The point-rated technical criterion will allow bidders to achieve additional points for their bids. Bidders must provide a written narrative describing how their bid meets each criterion and any supporting documentation requested. Bids will be evaluated in accordance with the scoring breakdown provided for each criterion.

There is a mandatory minimum score that must be achieved within the point-rated portion of the compliance matrix. **Failure to achieve the minimum score of 60 points will result in the bid being deemed non-compliant.**

Bids that are found to be compliant with the mandatory criteria and achieve the minimum score for the point-rated criteria will be evaluated in accordance with Section 4.2.1 of the Request for Proposals (RFP).

Bidders that have questions or concerns in regards to the criteria provided herein must address those with the Contracting Authority identified at Section 6.5.1 of the RFP, in accordance with the enquiry deadlines outlined in Section 2.4.

Table A: Mandatory Technical Criteria

No.	Mandatory Criterion	Does the bid meet this criterion? Please indicate, 'Yes,' or, 'No.'	Supporting Documentation: What supporting documentation has been provided and where in the bid package can it be found?
M1	The surveyor who will supervise the project must hold a current membership licence with the Association of Manitoba Land Surveyors. Documentary proof is required for each individual.		
M2	If the Bidder is a professional corporation, it must be a valid permit holder pursuant to The Land Surveyors and Related Amendments Act. Documentary proof is required.		
M3	<p>At minimum, the Contractor must employ one (1) member of the local First Nation (i.e. the Bunibonibee Cree Nation) to assist in undertaking the land survey project. This employment may be in the form of survey assistant, labourer, line cutting crew member, camp assistant or transportation provider, etc. (this list is not intended to be exhaustive). Bidders must indicate the name of the person to be employed and demonstrate his or her status as a member of the Bunibonibee Cree Nation. Bidders must also indicate what position this person will fulfill within the scope of the land survey project.</p> <p>Bidders that are able to provide more than one employment opportunity for member of the local First Nation will be able to receive additional points under Point-Rated Criterion P3 within the point-rated portion of their compliance matrix. See Table B.</p>		
M4	If within Point-Rated Criterion P3 (see Table B), the bidder identifies Indigenous workers that it intends to include in the undertaking of the work, or positions it intends to fill with Indigenous workers, it must adhere to that proposal. Should the successful Contractor fail to include the Indigenous workers described in Point-Rated Criterion P3, it may face disciplinary action.		

M5	The bid must achieve a minimum score of 60 points out of a possible 101 points in Table B: Point-Rated Technical Criteria.		
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Table B: Point-Rated Technical Criteria

No.	Criterion	Scoring Breakdown	Maximum Score	Bidder's Description (Bidders can attach additional pages or prepare a separate description, if the space below is not sufficient.)
P1	Identification of Key Personnel The bidder should identify the key personnel that will be utilized in undertaking the work described in Annex A (e.g. 'project manager: John Doe, supervising surveyor: Jane Doe,' etc.).	Key personnel identified in proposal? 5 Points - Yes 0 Points - No	5	
P2	Work Proposal The bidder should prepare a written proposal describing how it will perform the work outlined within the Statement of Work at Annex A. The plan should indicate how the bidder will adhere to the proposed timelines provided in Annex A.	50 Points - Bidder fully demonstrates how it will fulfill the work described in the Statement of Work and how it will meet the proposed timelines. 45 Points - Bidder provides a nearly-complete description of how it will fulfill the work and meet the stated timelines, but the description is missing one or two minor details.	50	

		<p>40 Points - Bidder provides a written proposal, but the description is missing more than two minor details.</p> <p>25 Points – Bidder provides a written proposal, but the description is missing one or two major details.</p> <p>10 Points - Bidder provides a minimal proposal that includes very few major details.</p> <p>0 Points - Bidder does not provide a written proposal as requested.</p>		
P3	<p>Inclusion of Indigenous Workers, Suppliers The bidder should indicate how it will include Indigenous workers and or suppliers/vendors in undertaking the work described in Annex A. The bidder should indicate actual job titles or descriptions, and must avoid vague phrases such as, 'Indigenous peoples will be utilized to the fullest extent possible.' Wherever possible, the bidder should identify the individual to be employed.</p>	<p>6 Points - For the initial Indigenous worker identified within Mandatory Criterion M3;</p> <p>3 Points - For each additional position to be filled by an Indigenous person, and/or each Indigenous worker and/or supplier/vendor identified;</p>	21	

	<p>The bidder must be certain that the position identified will be filled by an Indigenous person, that an Indigenous person identified will be included in the undertaking of the work, or that Indigenous suppliers/vendors identified will be utilized. The bidder must not include positions or individuals solely for the purpose of scoring additional points. If the bidder becomes the successful Contractor and fails to include the Indigenous workers and/or suppliers/vendors described herein, it may face disciplinary action. See Mandatory Criterion M4 in Table A above.</p> <p>Note: The person identified within Mandatory Criterion M3 should be the first person identified (6 Points).</p>	<p>Up to a maximum of 21 Points.</p>		
<p>P4</p>	<p>Remote Experience</p> <p>The bidder should indicate the experience levels of its field survey crew in regards to working in remote environments. Bidders should indicate the identity of the team member, each project in which the experience was gained, the duration of the project and its location. An individual's years of experience gained while under the employ of a party other than the bidder <u>can</u> be included here, however, in such instances, that individual must currently be a member of the bidder's organization.</p> <p>For the purposes of this evaluation, remote work is considered to be work</p>	<p>6 Points - For each individual with greater than (>) 5 years of remote experience;</p> <p>3 Points - For each individual with 2-5 years of remote experience;</p> <p>1 Point - For each individual with remote experience, totaling less than (<) two years;</p> <p>Up to a maximum of</p>	<p>15</p>	

	undertaken at sites isolated from essential services (medical, communication, food, accommodation and fuel) and the environment is challenging in regard to terrain, wildlife and weather.	20 Points.		
P5	Remote Projects The bidder should include a list of projects it has undertaken in remote locations (see Criterion P4 above for definition of 'remote'). The bidder must describe the nature of the work and its location.	2 Points - For each remote project listed; Up to a maximum of 10 Points.	10	

ANNEX B

BASIS OF PAYMENT

Rates are requested in Canadian dollars (CAD). Applicable taxes (GST/HST), must not be included in the rates provided herein, and will not be included in the financial evaluation.

This section, when completed, will be considered as the bidder's financial bid.

In Section 1: Firm Price of this Annex, it is recommended that bidders complete the Hours and Hourly Rate columns. Note, however, that these columns will not impact the financial evaluation and are included for information purposes only.

In Section 2: Down Time, hourly and daily usage estimates have been provided, and these must be multiplied by the bidder's hourly/daily rate to determine the extended price. In the event that a mathematical error has been made, the evaluators reserve the right to correct any erroneous information. In such instances, the hourly rate will prevail.

Invoicing and Payment

The work to be undertaken must be completed in phases. The contractor will be paid for each phase of the project, upon the full completion of that phase, in accordance with the payment schedule below. Invoices must be issued in accordance with the relevant contract clause(s).

*For information only

Section 1: Firm Price

Phase 1A: Field Work (Mobilization/Demobilization, Field Survey)					
Item	Resource Description	Unit	Hours*	Hourly Rate*	Extended Price
Labour (Hourly Rate)					
1	Administrative personnel	Hourly		\$	\$
2	Geomatics technologist (CAD drafting, computations, GPS processing), including equipment and software	Hourly		\$	\$
3	Two (2)-person survey crew, including total station, level and survey equipment	Hourly		\$	\$
4	Land surveyor/professional supervisor	Hourly		\$	\$
5	Additional survey crew helper	Hourly		\$	\$
Disbursements (Daily Rate)					
6	Vehicle (4x4)	Daily		\$	\$
7	All-terrain vehicle (quad or snowmobile)	Daily		\$	\$

8	Dual-frequency survey-grade GPS	Daily		\$	\$
Disbursements (Lot Rate)					
9	Airfare	Lot		\$	\$
10	Charter/helicopter costs	Lot		\$	\$
11	Camp costs	Lot		\$	\$
12	Accommodation	Lot		\$	\$
13	Meals	Lot		\$	\$
14	Survey/other equipment costs (exclusive of GPS and total station/level shown above)	Lot		\$	\$
15	Fuel	Lot		\$	\$
16	Miscellaneous (fees/posts/freight)	Lot		\$	\$
Phase 1A Total					\$
Phase 1B: Field Work (Line Cutting)					
Item	Resource Description	Unit	Hours*	Hourly Rate*	Extended Price
Labour (Hourly Rate)					
1	Administrative personnel	Hourly		\$	\$
2	Geomatics technologist (CAD drafting, computations, GPS processing), including equipment and software	Hourly		\$	\$
3	Two (2)-person survey crew, including total station, level and survey equipment	Hourly		\$	\$
4	Land surveyor/professional supervisor	Hourly		\$	\$
5	Additional survey crew helper	Hourly		\$	\$
Disbursements (Daily Rate)					
6	Vehicle (4x4)	Daily		\$	\$
7	All-terrain vehicle (quad or snowmobile)	Daily		\$	\$
8	Dual-frequency survey-grade GPS	Daily		\$	\$
Disbursements (Lot Rate)					
9	Airfare	Lot		\$	\$
10	Charter/helicopter costs	Lot		\$	\$
11	Camp costs	Lot		\$	\$
12	Accommodation	Lot		\$	\$
13	Meals	Lot		\$	\$

14	Survey/other equipment costs (exclusive of GPS and total station/level shown above)	Lot		\$	\$
15	Fuel	Lot		\$	\$
16	Miscellaneous (fees/posts/freight)	Lot		\$	\$
Phase 1B Total					\$
Phases 1 Overall Total					\$

Phase 2: Natural Boundary Determination					
Item	Resource Description	Unit	Hours*	Hourly Rate*	Extended Price
Labour (Hourly Rate)					
1	Administrative personnel	Hourly		\$	\$
2	Geomatics technologist (CAD drafting, computations, GPS processing), including equipment and software	Hourly		\$	\$
3	Two (2)-person survey crew, including total station, level and survey equipment	Hourly		\$	\$
4	Land surveyor/professional supervisor	Hourly		\$	\$
5	Additional survey crew helper	Hourly		\$	\$
Disbursements (Daily Rate)					
6	Vehicle (4x4)	Daily		\$	\$
7	All-terrain vehicle (quad or snowmobile)	Daily		\$	\$
8	Dual-frequency survey-grade GPS	Daily		\$	\$
Disbursements (Lot Rate)					
9	Airfare	Lot		\$	\$
10	Charter/helicopter costs	Lot		\$	\$
11	Camp costs	Lot		\$	\$
12	Accommodation	Lot		\$	\$
13	Meals	Lot		\$	\$
14	Survey/other equipment costs (exclusive of GPS and total station/level shown above)	Lot		\$	\$
15	Fuel	Lot		\$	\$
16	Miscellaneous (fees/posts/freight)	Lot		\$	\$

17	Aerial imagery costs, if applicable	Lot		\$	\$
Phase 2 Total					\$

Phase 3: Plan Preparation					
Item	Resource Description	Unit	Hours	Hourly Rate	Extended Price
Labour (Hourly Rate)					
1	Administrative personnel	Hourly		\$	\$
2	Geomatics technologist (CAD drafting, computations, GPS processing), including equipment and software	Hourly		\$	\$
3	Two (2)-person survey crew, including total station, level and survey equipment	Hourly		\$	\$
4	Land surveyor/professional supervisor	Hourly		\$	\$
5	Additional survey crew helper	Hourly		\$	\$
Disbursements (Daily Rate)					
6	Vehicle (4x4)	Daily		\$	\$
7	All-terrain vehicle (quad or snowmobile)	Daily		\$	\$
8	Dual-frequency survey-grade GPS	Daily		\$	\$
Disbursements (Lot Rate)					
9	Airfare	Lot		\$	\$
10	Charter/helicopter costs	Lot		\$	\$
11	Camp costs	Lot		\$	\$
12	Accommodation	Lot		\$	\$
13	Meals	Lot		\$	\$
14	Survey/other equipment costs (exclusive of GPS and total station/level shown above)	Lot		\$	\$
15	Fuel	Lot		\$	\$
16	Miscellaneous (fees/posts/freight)	Lot		\$	\$
Phase 3 Total					\$

Phase 4: Plan Registration					
Item	Resource Description	Unit	Hours	Hourly Rate	Extended Price
Labour (Hourly Rate)					
1	Administrative personnel	Hourly		\$	\$
2	Geomatics technologist (CAD drafting, computations, GPS processing), including equipment and software	Hourly		\$	\$
3	Two (2)-person survey crew, including total station, level and survey equipment	Hourly		\$	\$
4	Land surveyor/professional supervisor	Hourly		\$	\$
5	Additional survey crew helper	Hourly		\$	\$
Disbursements (Daily Rate)					
6	Vehicle (4x4)	Daily		\$	\$
7	All-terrain vehicle (quad or snowmobile)	Daily		\$	\$
8	Dual-frequency survey-grade GPS	Daily		\$	\$
Disbursements (Lot Rate)					
9	Airfare	Lot		\$	\$
10	Charter/helicopter costs	Lot		\$	\$
11	Camp costs	Lot		\$	\$
12	Accommodation	Lot		\$	\$
13	Meals	Lot		\$	\$
14	Survey/other equipment costs (exclusive of GPS and total station/level shown above)	Lot		\$	\$
15	Fuel	Lot		\$	\$
16	Miscellaneous (fees/posts/freight)	Lot		\$	\$
Phase 4 Total					\$

Section 1 (Phases 1-4) Total	
Firm Price Total	\$

Section 2: Down-time

In consideration of authorized down-time, payment shall be made for 50% of actual costs incurred in accordance with the pricing schedule below.

Rates quoted herein will remain firm for the duration of the contract.

Down-time compensation will cover 50% of the following actual costs:

- a) salaries and associated payroll cost, (excluding overhead);
- b) living expenses;
- c) rental charges for transportation and equipment.

Reporting: To be considered for reimbursement for each time that down-time is incurred, the Contractor must advise the Technical Authority of the down-time no later than three (3) working days from each down-day. The Contractor is to submit a complete itemized report of down-time, including costs. Compensation for down-time will only be considered for work undertaken during Phase 1 and Phase 2 as identified above.

Payment for down-time, or a portion thereof, must be authorized by the Technical Authority. The Technical Authority will determine whether the down-time reported was reasonably and properly incurred in the performance of the work. Payment will be made upon completion of demobilization and will be in accordance with the following schedule:

Down-Time					
Item	Resource Description	Unit	Estimated Usage	Rate	Extended Price
Labour (Hourly Rate)					
1	Administrative personnel	Hourly	Estimate	\$	\$
2	Geomatics technologist (CAD drafting, computations, GPS processing), including equipment and software	Hourly	16 hours	\$	\$
3	Two (2)-person survey crew, including total station, level and survey equipment	Hourly	16 hours	\$	\$
4	Land surveyor/professional supervisor	Hourly	16 hours	\$	\$
5	Additional survey crew helper	Hourly	16 hours	\$	\$
Disbursements (Daily Rate)					
6	Vehicle (4x4)	Daily	2 days	\$	\$
7	All-terrain vehicle (quad or snowmobile)	Daily	2 days	\$	\$
8	Dual-frequency survey-grade GPS	Daily	2 days	\$	\$
Travel and Living Expenses (Daily Rate)					
9	Meals and accommodations	Daily	2 days	\$	\$

Solicitation No. - N° de l'invitation
EW128-191266
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
EW128-191266

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

Section 2 Total	\$
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Financial Evaluation Overall Total	
Evaluation Total (Section 1 Total + Section 2 Total)	\$

ANNEX C

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)