



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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Land Survey	
Solicitation No. - N° de l'invitation EW128-201161/A	Date 2019-09-05
Client Reference No. - N° de référence du client ISC-EW128-201161	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-066-11687	
File No. - N° de dossier EDM-9-42091 (066)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-09-24	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
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: Lee, Mony	Buyer Id - Id de l'acheteur edm066
Telephone No. - N° de téléphone (780) 224-6675 ()	FAX No. - N° de FAX (780) 497-3510
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

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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Solicitation No. - N° de l'invitation
EW128-201161/A
Client Ref. No. - N° de réf. du client
EW128-201161

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-9-42091

Buyer ID - Id de l'acheteur
Edm066
CCC No. /N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Requirement

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 Trade Agreements

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

1.4 Canadian Content

The requirement is limited 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>) 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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

BRU identification: Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave, 5th floor
Edmonton, Alberta, T5J 1S6

Email address for bids submitted through epost Connect service:

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Bid facsimile number: 780-497-3510

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 seven (7) 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 Alberta.

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

PART 3 - BID PREPARATION INSTRUCTIONS

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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 (<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.
- 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.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

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 "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" 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.

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

Mandatory criteria is included in Annex "C" – Mandatory Technical Criteria Evaluation.

4.1.1.2 Point Rated Technical Criteria

Point rated technical criteria is included in Annex "D" – Point Rated Evaluation Criteria.

4.1.2 Financial Evaluation

Financial evaluation will be based on firm rates as defined in Annex "B" - Basis of Payment.

Section 1- Total Firm Price

The total extended prices for all items for all phases for section 1 of Annex "B" will be added together to obtain the **total firm price**.

Section 2 – Downtime

The total extended prices for all items for section 2 of Annex "B" will be added together and multiplied by the total estimated number of down days to obtain the **total estimated cost for down time**.

Total Assessed bid price will be calculated by aggregating the total firm price for section 1 and the total estimated cost for downtime for section 2.

4.2 Basis of Selection

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

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 100 points.
2. Bids not meeting (choose "(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 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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 property 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](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](#) (2018-12-06) Canadian Content Definition

5.2.3.2 Status and Availability of Resources

5.2.3.2.1 *SACC Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.3 Education and Experience

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

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

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the work detailed under 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-21), 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 2020-12-18 inclusive

6.5 Authorities

6.5.1 Contracting Authority

Name: Mony Lee
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch

Directorate: Western Region
Address: 5th Floor, ATB Place North Tower
Telephone: 780-224-6675
Facsimile: 780-497-3510
E-mail address: mony.lee@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: **[inserted 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 **[to be completed by the bidder]**

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____
Procurement Business Number: _____

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment Annex "B", to a limitation of expenditure of \$ _____ (insert the amount at contract award) Customs duties are included and Applicable Taxes are extra, if applicable.

6.7.2 Limitation of Expenditure

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

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90% of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the total amount for all milestone payments paid by Canada does not exceed 90% of the total amount to be paid under the Contract;
 - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
 - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

6.7.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause [C0705C](#) (2010-01-11), Discretionary Audit

6.7.5 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

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.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 Alberta.

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 (2018-06-21) General Conditions – Professional Services (Medium Complexity);
- (c) Annex ``A``, Requirement;
- (d) Annex ``B``, Basis of Payment;

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Edm066
CCC No. /N° CCC - FMS No./N° VME

(e) the Contractor's bid dated_____.

6.12 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
B6800C (2007-11-30), List of Non-consumable Equipment and Material
G1005C (2016-01-28), Insurance – No specific Requirement

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ANNEX "A"

STATEMENT OF WORK

Attached as Terms of Reference.

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ANNEX "B"

BASIS OF PAYMENT

See Attachments.

ANNEX "C"

MANDATORY TECHNICAL CRITERIA EVALUATION

Mandatory Technical requirements at Solicitation Closing

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

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

1. The surveyor who will supervise the project must hold a current membership licence with Association of Manitoba Land Surveyors. Documentary proof is required for each individual.

MEETS _____ DOES NOT MEET _____ Reference page # _____

2. 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.

MEETS _____ DOES NOT MEET _____ Reference page # _____

3. The Bidder must indicate employment opportunity will be made available to the local First Nation. At a bare minimum, one Wuskwi Sipiik member must be hired to assist in the legal survey. The employment may take the form of survey assistant, labourer, line cutting crew, camp assistants or transportation provider etc. (this list is not exhaustive). Identification of more than one employment opportunity will be noted in evaluating the technical proposal – see Annex "D".

MEETS _____ DOES NOT MEET _____ Reference page # _____

ANNEX "D"

POINT RATED EVALUATION CRITERIA

Wuskwi Sipihk FN TLE surveys (5 sites)

Point Rated Evaluation Criteria

Each proposal which meets the mandatory criteria (Annex "C"), will be evaluated and scored in accordance with the following evaluation criteria.

Technical Proposal

- Identification of key personnel;
- Demonstrated understanding of work outlined in the Terms of Reference (Annex A) and the ability to perform the work to the proposed timelines; and
- Identification of Indigenous Peoples Involvement within the project. It is very important to make a commitment to Indigenous Peoples Involvement in the proposal so that a proper evaluation can be made. Avoid vaguely worded phrases such as "to the extent possible" or "as much as possible".

Experience

- On- site field survey crew must have experience in working in northern and remote locations. Northern and remote experience is experience gained on projects where the work site is isolated from essential services (medical, communication, food accommodation and fuel) and the environment is challenging in regard to terrain, wildlife and weather. The bidder is required to provide a summary of experience; and
- List of types of projects performed & key personnel involved.

POINT RATED REQUIREMENTS	POINTS	Evaluation marking	SCORE	COMMENTS
A. Technical Proposal				
A1. Identification of key personnel	5	Key personnel identified in proposal Y/N Yes = 5 No = 0		
A2. Proposal clearly demonstrates how the Bidder will perform the work outlined in the Terms of Reference, and adhere to the proposed timelines.	50	Full demonstration = 50; (proposal FULLY details TOR requirements, schedule and risks) Partial demonstration = 30 (TOR requirements not fully identified along with schedule and risks or poorly communicated) No Demonstration = 0 Any number in between 0-50 points depending on level of demonstration.		
A3. Indigenous Peoples Involvement	20	8 pts for specifying one (1) First Nation person/facility/contractor/supplier to be engaged in the project. All subsequent Indigenous Peoples resources identified will be given 3 pts up to the maximum of 20.		
B. Experience				
B1. Northern and remote experience of field survey crew.	15	Personnel to be on project with northern/remote experience > 5 years = 6 pts Personnel with > 2 but < 5 years = 3 pts Personnel with < 2 years but >0 = 1 pt		
B2. List of relevant projects in northern or remote locations.	10	Each project listed demonstrating remote or northern locations = 2 pts to a maximum of 10.		
MINIMUM POINT ACCEPTABLE	60			
MAXIMUM POSSIBLE SCORE	100			

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Edm066
CCC No. /N° CCC - FMS No./N° VME

ANNEX “E” to PART 3 OF THE BID SOLICITATION

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)



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Canada



Architectural & Engineering Services - Geomatics **TERMS OF REFERENCE**

Treaty Land Entitlement Surveys

For:
Indigenous Services Canada
Five Selections For
Wuskwi Sipiik First Nation
Manitoba

PWGSC project #:
R.106194.005

August 6, 2019

www.pwgsc-tpsgc.gc.ca



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I PROJECT DESCRIPTION

I.1 GENERAL

I.1.1 PURPOSE OF THE TERMS OF REFERENCE (TOR)

- .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:	Five TLE Selections for Wuskwisi Sipihk First Nation: Part Various Crown Lands (MB Site 6-99B9) Red Deer River North; Red Deer River South; Nicholls; and Porcupine Ridge.
Project Location(s):	SE ¼ 14, Township 41, Range 25 WPM; Unsurveyed Township 45, Ranges 25 & 26 WPM; Township 40, Ranges 24 & 25, WPM; and Township 42, Range 28, WPM.
User Department:	Indigenous Services Canada (ISC)
User Department Representative:	Darryl Neufeld, Manager Additions to Reserves
PWGSC Project Manager	Gail Robertson
Solicitation Number:	EW128-20-1161
Contract Number:	EW128-201161/001/EDM
PWGSC Project Number:	R.106148.005
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 1.5 for milestone details):



- .1 PHASE I Boundary Fieldwork & Line Cutting
- .2 PHASE II Natural Boundary Determination
- .3 PHASE III Plan Preparation, and
- .4 PHASE IV Submission of Final Returns

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 CHALLENGES AND CONSTRAINTS

- .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

Commented [NN1]: Phase 4 missing in BOP

Commented [G2]: Fixed – thanks for seeing that!



- 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, (AutoCAD files and Geo-referencing Reports may be combined as required).
- .27 At the end of the fieldwork, prior to leaving the site, ensure the First Nation Representatives are given the opportunity to visit the selection boundaries with the contractor.

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 2019 TO MARCH 2020)

- .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 INTERIM SUBMISSIONS (SUBMIT AS THEY OCCUR)

- .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 ISC with reasons noting undue approval delays.

Commented [NN3]: Phase III returns missing

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 for the AutoCAD file shall follow specifications in "Appendix E: Digital Spatial File Specifications" of the "National Standards to the Survey of Canada Lands" available in PDF format at the web links or sub-links noted in I.4.5.9 below.

Commented [G4]: Nidhi – the plan prep (Phase III) does not have an interim submission as it is the drafting of the differences between Phase II & 2 survey and comments from the Director of Surveys (Phase IV final returns) – all good.

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.

1.5 SCHEDULE

1.5.1 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, 2019.
- .3 Prepare a Project Schedule, in accordance with the milestone list.

1.5.2 ANTICIPATED MILESTONE DATES

Project Phase	Milestone Completion Date
Consultant Contract award	October 01, 2019
Complete required field work (PHASE I) Note: PHASE II field work may be completed at same time if Contractor deems appropriate	March 20, 2020
Invoice for work done up to this milestone	March 23, 2020
Completed required field work (PHASE II) if not completed during PHASE I timeframe	August 31, 2020
Invoice for work done up to this milestone (if not completed at same time as Phase I)	September 7, 2020
Plan deposit to LTO (PHASE III) And invoice	September 30, 2020
Submission of Final Returns (PHASE IV) And invoice	December 18, 2020



2 REQUIRED SERVICES & PROJECT SPECIFIC INFORMATION

2.1 GENERAL SITE SPECIFIC REQUIREMENTS

2.1.1 SITE SPECIFIC – PART VARIOUS CROWN LAND SELECTION (MB SITE: 6-99B9)

- .1 The site is about 5 km west and 3 km north of Indian Birch IR, which is about 18 km East of PTH 10;
- .2 The site is part S.E. ¼ Sec. 14 Tp. 41 Rge. 25 WPM;
- .3 The proposed selection boundaries to be surveyed are shown coloured yellow on the official (Tri-party), signed Photobase Map (Plan 2679 RSM – see Reference Documentation);
- .4 Exceptions requiring determination: Bellsite Main Market Road setback (65 m.), Crown Land Exception: most southerly 94.5 m, of most easterly lands east of an approach west of the Wawayanagan River (exception relates to a permanent residence, improvements and other lands), and lands below OHWM of Wawayanagan River if found navigable.
- .5 Rectilinear boundary: approximately 3.3 km;
- .6 Waterway (OHWM) Boundary: approximately 1km (x2)
- .7 Area: approximately 141 acres;
- .8 Occupation within selection: improvements related to haying/cattle grazing/land lease;
- .9 Existing information and Survey plans used by SGB to prepare the photobase map include (but may not be limited to) Plans: 63669 and 1444 DLTO, Stoffel Improvement Sketch "D-6", Plan FB41869 CLSR, Plan 90483 CLSR (Tp. plan for Tp. 41 Rge. 25 WPM).

2.1.2 SITE SPECIFIC – RED DEER RIVER NORTH AND RED DEER RIVER SOUTH SELECTIONS

- .1 The sites are about 95 km north of Swan River, Mb. at the crossing of the Red Deer River and PTH 10;
- .2 The sites are at least two parcels, located in parts Tp. 45 Rges 25 & 26 WPM;
- .3 The proposed selection boundaries to be surveyed are shown coloured yellow on the official (Tri-party), signed Photobase Map (Plan 2074 RSM – see Reference Documentation);
- .4 Exceptions requiring determination: PTH 10 Setback, Private lands in Plan 6358 NLTO, OHWM of Red Deer River, OHWM of Sucker Creek if found, and rectilinear line south of main trail defining the South boundary of Red Deer River South (direction required from FN contact),
- .5 Rectilinear boundary: approximately up to 14 km;
- .6 Waterway (OHWM) Boundary: approximately 20 to 26 km (includes Sucker creek)
- .7 Area: approximately 2,730 acres (1,130 acres North site and 1,600 acres South site);
- .8 Occupation: various hunting/logging trails, old house foundations along PTH 10, North of Red Deer River, some evidence of trapper shacks;
- .9 Existing Survey plans reviewed by SGB to prepare the photobase map include (but may not be limited to) Plans: 34079 PLTO, 6358 PLTO (N. Div.) 12th Baseline (Township Diagrams Tp 45 Rge 25 and 26 WPM and RM of Mountain)

2.1.3 SITE SPECIFIC – NICHOLLS SELECTION

- .1 The site is 12 km east of the PTH 10 turnoff to Indian Birch IR;
- .2 The site is one parcel, located in parts SE ¼ Sec 36-40-25W, S ½ 31-40-24W and intervening GRA (to be closed);
- .3 The proposed selection boundaries to be surveyed are shown coloured yellow on the official (Tri-party), signed Photobase Map (Plan 2680 RSM – see Reference Documentation);



- .4 Exceptions requiring determination: certain limits of Plans 63672 DLTO and 1850 DLTO, the lands north of Section 31 East-West ¼ line, a portion the lands east of the North-South ¼ line in Section 31, lands east of the fence in the SE ¼ Sec 31 (consult with FN contact for boundary location relating to the fence improvements noted on the RSM),
- .5 Rectilinear boundary: approximately up to 5.3 km;
- .6 Waterway (OHWM) Boundary: NONE
- .7 Area: approximately 350 acres;
- .8 Occupation: haying/fencing/cattle
- .9 Existing Survey plans reviewed by SGB to prepare the photobase map include (but may not be limited to) DLTO Plans: 63672, 63671, 2518, 1850, 1369, all DLTO and Township Diagrams Tp 40 Rges. 24 & 25 WPM;

2.1.4 SITE SPECIFIC – PORCUPINE RIDGE SELECTION

- .1 The site is 26 km west on PR 365 from the PTH 10/PR 365 turnoff, in the Porcupine Mountain Forest Reserve
- .2 The site is one parcel, located in part unsurveyed TP 42 Rge 28 WPM;
- .3 The proposed selection boundaries to be surveyed are shown coloured yellow on the official (Tri-party), signed Photobase Map (Plan 2678 RSM – see Reference Documentation);
- .4 Exceptions requiring determination: OHWM of certain interior lakes and related outlets if found navigable, setback for unnamed access road and related improvements, setback for Vini Lake access road and Vini Lake boat launch improvements, Southerly rectilinear/OHWM boundary (consult with FN contact for rectilinear boundary location relating to boundaries along streams),
- .5 Rectilinear boundary: approximately up to 5.3 km (subject to OHWM determination);
- .6 Waterway (OHWM) Boundary: 4 – 10 km (subject to interior OHWM determination)
- .7 Area: 615 - 660 acres;
- .8 Occupation: unknown
- .9 Existing survey plans reviewed by SGB to prepare the photobase map includes but is not limited to Plan 87383 CLSR and Tp Diagram for Tp 42 Rge 28 WPM

2.1.5 FEDERAL GOVERNMENT

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

2.1.6 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.

2.1.7 CONTACT LIST

- .1 First Point of Contact:
Dan Soprovich, TLE Coordinator, WSNF.
d_soprovich@hotmail.com Ph.: 1(204) 734-3054;



- .2 Work Permit Contact:
Miles Kopytko, Lands Manager, Western Region Office, Sustainable Development Mb, Brandon Mb., Ph.: (204) 761-7538. Or C.O. at Swan River District Office (204) 734 3429
- .3 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;
- .4 PWGSC Technical Authority (PWGSC contract requirements):
Joe Martin/Gail Robertson, Public Services & Procurement Canada, Professional & Technical Services, 780-918-3807/780-246-8590

2.1.8 OTHER INFORMATION

- .1 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.
- .2 Ownership: The Selection is on Crown land held by HMQ (Mb);
- .3 At least one meeting (by phone or in person) with the Technical Authority may be required prior to the commencement of this work;
- .4 Working files (imagery and CAD layers) of the photobase map may be available for information only and are not to be used in determining the boundary location
- .5 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;
- .6 The selections' rectilinear boundaries have been requested by the First Nation to be cut and cleared as a "visible line" (up to 1.5 metres wide on the ground);
- .7 Provincial Work Permit is to be administered through the Swan River District (Western Region) Office. Attendance may be required at the Conservation Office, refer to the Work Permit for details
- .8 If a temporary camp is proposed, Contractor is responsible to obtain a Provincial Camp Permit and adhere to its conditions.;



2.2 MITIGATION & ABORIGINAL 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 ABORIGINAL INVOLVEMENT IN LAND SURVEYING PROJECTS

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 Indigenous Services Canada has in the past seen and will continue to see these initiatives as an important way to inject money into the local Aboriginal 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 Aboriginal and non-Aboriginal 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 Wuskwi Sipihk TLE Locations.pdf
- Part Various Crown Lands (MB Site 6-99B9):**
- .2 Plan 2679 RSM.pdf
- Red Deer River North and Red Deer River South:**
- .3 Plan 2074 RSM.pdf
- Nicholls:**
- .4 Plan 2680 RSM.pdf
- Porcupine Ridge:**
- .5 Plan 2678 RSM.pdf

Geo-referenced CAD files and associated images for each selection cannot be attached to the bid package. Please contact the contracting authority for access to PWGSC's collaboration 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 2.1.8.3 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 2.1.8.3, 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.