



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION5

1.1 INTRODUCTION.....5

1.2 SUMMARY.....5

1.3 DEBRIEFINGS6

PART 2 - BIDDER INSTRUCTIONS.....7

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS7

2.2 SUBMISSION OF BIDS7

2.3 ENQUIRIES - BID SOLICITATION8

2.4 APPLICABLE LAWS.....8

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD8

PART 3 - BID PREPARATION INSTRUCTIONS.....10

3.1 BID PREPARATION INSTRUCTIONS.....10

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION11

4.1 EVALUATION PROCEDURES11

4.1.1 TECHNICAL EVALUATION11

4.1.2 FINANCIAL EVALUATION.....11

4.2 BASIS OF SELECTION11

4.2.1 MANDATORY TECHNICAL CRITERIA11

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION.....12

5.1 CERTIFICATIONS REQUIRED WITH THE BID12

5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES.....12

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION12

5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION.....12

5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION.....13

5.2.3 STATUS AND AVAILABILITY OF RESOURCES.....13

5.2.4 EDUCATION AND EXPERIENCE14

5.2.5 FORMER PUBLIC SERVANT.....14

5.2.6 ABORIGINAL DESIGNATION.....16

PART 6 - SECURITY REQUIREMENTS18

6.1 SECURITY REQUIREMENTS18

PART 7 - RESULTING CONTRACT CLAUSES.....19

7.1 STATEMENT OF WORK19

7.1.2 TASK AUTHORIZATION19

7.2 STANDARD CLAUSES AND CONDITIONS21

7.2.1 GENERAL CONDITIONS21

7.3 DISPUTE RESOLUTION21

7.4 SECURITY REQUIREMENTS22

7.5 TERM OF CONTRACT22

7.5.1 PERIOD OF THE CONTRACT.....22



7.5.3	OPTION TO EXTEND THE CONTRACT	22
7.6	COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs)	22
7.7	AUTHORITIES	22
7.7.1	CONTRACTING AUTHORITY	22
7.7.2	PROJECT AUTHORITY	23
7.7.3	CONTRACTOR'S REPRESENTATIVE	23
7.8	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	23
7.9	PAYMENT	23
7.9.1	BASIS OF PAYMENT – LIMITATION OF EXPENDITURE.....	23
7.9.2	METHOD OF PAYMENT	24
7.10	INVOICING INSTRUCTIONS	24
7.11	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	25
7.11.1	COMPLIANCE	25
7.12	APPLICABLE LAWS	25
7.13	PRIORITY OF DOCUMENTS	25
7.14	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	25
7.15	INSURANCE.....	26
7.16	CONTRACT ADMINISTRATION	26
ANNEX “A” - STATEMENT OF WORK.....		27
ANNEX “B” - BASIS OF PAYMENT.....		29
ANNEX “C” - TASK AUTHORIZATION FORM.....		30
APPENDIX “1” - EVALUATION CRITERIA.....		31
1.	TECHNICAL CRITERIA.....	31
1.1	MANDATORY EVALUATION CRITERIA.....	31
APPENDIX “B” - FINANCIAL PROPOSAL FORM.....		33
1.	FEES	33



The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Task Authorization Form 572.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for compiling bilingual Administrative Plans from the records of the Canada Lands Survey Records (CLSR) for additions to the Park. It may, in some instances, be necessary to attend the site to undertake field work, and prepare CLS Act Field Note Plans, and / or Ontario Reference Plans.

This contract will be for 1 year with 3 additional 1 year option periods.

This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.



1.3 Debriefings

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



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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**
Delete Entirely: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation
- **Subsection 2 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on NRCan’s networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan’s server.

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document.

- Send proposals to this email address: daniel.burley@canada.ca



- Contact the Contracting Authority [Daniel Burley](#) at 343-543-7809 by either telephone call or email for receipt of bid confirmation.

IMPORTANT

It is requested that you write the following information in "Subject" of the e-mail:

[NRCan-5000016704](#)

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

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will



be given consideration provided they are submitted to the Contracting Authority at least 14 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

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

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

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

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 and describe their approach 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 Financial Proposal Form in Appendix "2"
The total amount of Applicable Taxes must be shown separately.

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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 *Technical Evaluation*

Mandatory evaluation criteria are included in Appendix "1" – Evaluation Criteria.

4.1.2 *Financial Evaluation*

Mandatory financial evaluation criteria are included in Appendix "2" – Financial Proposal.

4.2 Basis of Selection

4.2.1 *Mandatory Technical Criteria*

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions>), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime 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 specified 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).



- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

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.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar



qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.5 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.

Professional fees	Amount
_____	_____
_____	_____

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.

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i) a band as defined by the Indian Act
 - ii) a sole proprietorship
 - iii) a limited company
 - iv) a co-operative
 - v) a partnership
 - vi) a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above.



Signature

Date



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*)

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1. The Project authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and method(s) of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contract authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.



The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.



7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2010C](#) (2020-05-28), General Conditions –Services - Medium Complexity, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

7.3 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the



Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4 Security Requirements

There is no security requirement applicable to the Contract.

7.5 Term of Contract

7.5.1 *Period of the Contract*

The period of the Contract is from date of Contract to January 1, 2022 inclusive.

7.5.3 *Option to Extend the Contract*

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 3 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.7 Authorities

7.7.1 *Contracting Authority*

The Contracting Authority for the Contract is:

Name: Daniel Burley
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 580 Booth St, Ottawa ON, K4A 0E4
Telephone: 343-543-7809
E-mail address: Daniel.burley@canada.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.



7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

- Name:
- Title:
- Organization:
- Address:
- Telephone:
- Facsimile:
- E-mail address:

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

7.7.3 Contractor's Representative (to be provided at contract award)

- Name:
- Title:
- Organization:
- Address:
- Telephone:
- Facsimile:
- E-mail address

7.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.9 Payment

7.9.1 Basis of Payment – Limitation of Expenditure

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 \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.



7.9.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.9.2 Method of Payment

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.9.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.10 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail: nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca



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

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

7.11 Certifications and Additional Information

7.11.1 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.

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.13 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](#) (2020-05-28), General Conditions –Services - Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the signed Task Authorizations (including all of its annexes, if any)
- f) the Contractor's bid dated _____,

7.14 Foreign Nationals (Canadian Contractor Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)



7.15 Insurance

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

7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX “A” - STATEMENT OF WORK

GENERAL STATEMENT OF WORK	
<p>Background and Objective: The survey work is to support the creation of the Rouge National Urban Park of Canada comprising over 7910 hectares of land. The project area extends from Lake Ontario to the Oak Ridges Moraine and falls within the municipal boundaries of the Cities of Toronto, Pickering and Markham, and Township of Uxbridge.</p>	
<p>Requirement: There is a need to compile bilingual Administrative Plans from the records of the Canada Lands Survey Records (CLSR) for additions to the Park (see sketch titled: Study Area under Consideration by Parks Canada for Rouge National Urban Park). It may, in some instances, be necessary to attend the site to undertake field work, and prepare CLS Act Field Note Plans, and / or Ontario Reference Plans.</p>	
<p>Legislation, Regulations and General Instructions: National Standards for the Survey of Canada Lands see http://www.nrcan.gc.ca/clss. Ontario’s Surveys Act, Surveyors Act, Registry Act and/or Land Titles Act and applicable regulations</p>	
<p>Deliverables:</p>	
<p><i>Initial returns:</i></p>	
<p>Submit to: Manager, Ontario Regional Office Surveyor General Branch, NRCan 300 – 655 Bay St, Box 15. Toronto, ON M5G 2K4</p>	<p>Returns will consist of:</p> <ul style="list-style-type: none"> ◦ One digitally signed copy of the provisional bilingual or field note plan, or one signed copy of the provisional reference plan. ◦ One copy of the digitally signed report and /or field notes (if applicable).
<p>Submit to: nrcan.sgbon-dagon.nrcan@canada.ca</p>	<p>Returns will consist of:</p> <ul style="list-style-type: none"> ◦ one digitally signed pdf (pdf/A-1B) of the provisional bilingual or field note plan (regardless of the number of sheets) – certified correct per section 38 of the Canada Lands Surveyors Regulations; or pdf of the provisional reference plan. ◦ one digital spatial file for each plan – refer to the NS Appendix E; ◦ a pdf of Survey Report – certified correct per s.38. ◦ pdf of underlying surveys and title information
<p><i>Final returns:</i> After a cursory examination, comments and concerns will be relayed to the Surveyor</p>	



Submit to:
MyCLSS

Returns will consist of:

- one digitally signed pdf (pdf/A-1B) for the bilingual or field note plan (regardless of the number of sheets) – certified correct per section 38 of the Canada Lands Surveyors Regulations; or pdf of the LRO deposited reference plan.
- one digital spatial file for each plan – refer to the NS Appendix E;
- a digitally signed pdf of Survey Report – certified correct per s.38.

When the plan has been recorded in the CLSR a link to the scanned image file will be sent to the surveyor.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" - TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor:				
			Financial coding:	
Contract number:				
Task number:			Date:	
TA Request (for completion by Technical authority)				
1. Task Description of the Work required:				
2. Date		From:	To:	
3. Work location				
4. Travel Requirement		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
5. Others Conditions /Restraints		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
6. Basis of paiement :		Total estimate Cost (Firm Per Diem) [] OR Firm Price (package) []		
7. Level of security clearance required for the contractor's personnel		<input type="checkbox"/> Reliability <input type="checkbox"/> Secret		
8. Linguistic need		<input type="checkbox"/> English and French <input type="checkbox"/> English <input type="checkbox"/> French The categories of personnel requiring bilingualism include:		
TA Proposal [For completion by Contractor]				
9. Cost breakdown for reference purposes				
Name + Level of Proposed resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
Professional services - estimated cost	Total:			\$
				Taxes:
				\$
Grand Total:				\$



APPENDIX “1” - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Supervisor MUST		
A	Hold a membership license in Association of Canada Lands Surveyors.		
B	Hold a membership license in Association of Ontario Land Surveyors (Cadastral).		
C	Have a minimum of five (5) years’ experience in Cadastral Surveying.		
D	The supervising surveyor has prepared at least one bilingual plan for recording in the CLSR		
M2	The Bidder MUST		
A	Hold a valid permit pursuant to the Canada Lands Surveyor Regulations (SOR /99-142).		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
B	Hold a valid Certificate of Authorization (C of A) pursuant to the Surveyors Act R.S.O., Chapter S29.		
C	Provide a copy of their company safety policy		
D	Provide a valid Certificate of Clearance from WSIB		
E	Provide the names of key replacement personnel		
F	Have worked on at least 5 completed projects for Ontario Regional Office of Surveyor General Branch of Natural Resources Canada. Provide a list and descriptive details for each project.		



APPENDIX “B” - FINANCIAL PROPOSAL FORM

1. Fees

Firm Per Diem Rate(s) (also known as daily rate)

The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. *For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.*

The Per Diem Rate(s) is ‘all inclusive’ except for travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCan Project Authority), and GST/HST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

A	B	C	D (BxC)
Category of Personnel	Firm Daily Rates	Estimated Level of Effort	Total Estimated Costs for Professional Fees (Applicable Taxes Excluded)
Surveyor (Supervisor)	\$	100	\$
Field Crew	\$	100	\$
Computation and Drafting Personnel	\$	100	\$
Research and Title Personnel	\$	100	\$
A- Estimated Total Price – Hourly Firm Rate :			\$

Option Year 1

A	B	C	D (BxC)
Category of Personnel	Firm Daily Rates	Estimated Level of Effort	Total Estimated Costs for Professional Fees (Applicable Taxes Excluded)
Surveyor (Supervisor)	\$	100	\$
Field Crew	\$	100	\$



Computation and Drafting Personnel	\$	100	\$
Research and Title Personnel	\$	100	\$
A- Estimated Total Price – Hourly Firm Rate :			\$

Option Year 2

A	B	C	D (BxC)
Category of Personnel	Firm Daily Rates	Estimated Level of Effort	Total Estimated Costs for Professional Fees (Applicable Taxes Excluded)
Surveyor (Supervisor)	\$	100	\$
Field Crew	\$	100	\$
Computation and Drafting Personnel	\$	100	\$
Research and Title Personnel	\$	100	\$
A- Estimated Total Price – Hourly Firm Rate :			\$

Option Year 3

A	B	C	D (BxC)
Category of Personnel	Firm Daily Rates	Estimated Level of Effort	Total Estimated Costs for Professional Fees (Applicable Taxes Excluded)
Surveyor (Supervisor)	\$	100	\$
Field Crew	\$	100	\$
Computation and Drafting Personnel	\$	100	\$
Research and Title Personnel	\$	100	\$
A- Estimated Total Price – Hourly Firm Rate :			\$

*** LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.**

**** FOR ANY ERRORS IN THE CALCULATION, THE PER DIEM RATE SCHEDULE WILL BE UPHELD.**

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect those estimated in any resulting contract.