



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Alberta

**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**

<b>Title - Sujet</b> Legal Survey - Gwich'in CLCA	
<b>Solicitation No. - N° de l'invitation</b> 23139-210841/A	<b>Date</b> 2021-05-17
<b>Client Reference No. - N° de référence du client</b> 23139-210841	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-607-12055	
<b>File No. - N° de dossier</b> EDM-0-43237 (607)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Mountain Daylight Saving Time MDT <b>on - le 2021-06-08</b> Heure Avancée des Rocheuses HAR	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jenkinson, Lorraine	<b>Buyer Id - Id de l'acheteur</b> edm607
<b>Telephone No. - N° de téléphone</b> (587) 337-2458 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES SURVEYOR GENERAL BR. - GEOMATICS CA 5320 - 122ND ST NW ATTN: MARK HATCHER EDMONTON Alberta T6H3S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Canada Place/Place du Canada  
Suite 1000  
10th Floor/10e étage  
9700 Jasper Ave/9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**TITLE: ORTHOPHOTO DATA CAPTURE AND VECTOR MAPPING OF GWICH'IN COMPREHENSIVE  
LAND CLAIM AGREEMENT BOUNDARY PARCELS**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six 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 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, the Electronic Payment Instruments, Evaluation Criteria, Gwich'in Indigenous Opportunities Consideration Criteria and any other annexes.

### **1.2 Summary**

- 1.2.1 Natural Resources Canada, Surveyor General Branch, Northwest Territories Regional Office has a requirement for orthophoto data capture and Vector Mapping of Gwich'in Comprehensive Land Claim Agreement (GCLCA) boundary parcels.

The requirement for this project is to utilize Earth Observation Technology (i.e. Aerial photography, Satellite imagery, LiDAR, etc.) and perform ground truthing field checks in order to map the natural boundaries defined in the GCLCA. By whichever method deemed most appropriate, the Canada Lands Surveyor (CLS) shall extract the natural boundary defined by the Ordinary High Water Mark (OHWM) or by the Watershed and the 100-foot perpendicular offset, and prepare a plan of Field Notes in accordance to the National Standards.

This project requires the on-site supervision of a licensed experienced Canada Lands Surveyor.

The contract will be effective from date of award to 2022-03-01.

- 1.2.2 The requirement is limited to Canadian services.

- 1.2.3 Comprehensive Land Claim Agreements

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Gwich'in Comprehensive Land Claim Agreement (1992).

This is an open tender. However, if there are one or more bids from Gwich'in organizations with a valid PSAB. In that event, the evaluation process will be limited to the bids from the Gwich'in organizations; otherwise, all bids with a valid PSAB will be evaluated. If some of the bids from Gwich'in organizations are declared non-responsive, or are withdrawn, and less than one responsive bid from a Gwich'in organization with a valid PSAB remains, then all bids received with a valid PSAB will be evaluated.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

#### **1.2.4 Conditional Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)**

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses who are certified under the Procurement Strategy for Aboriginal Business (PSAB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Aboriginal business is not yet registered in the Aboriginal Business Directory, please do so at the link provided above. If bids from two or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

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

- 1.2.5 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.

#### **1.3 Debriefings**

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

### **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.

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

Delete: 60 days  
Insert: 90 days

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## 2.2 Submission of Bids

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

### **PWGSC Western Region Bid Receiving Unit**

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto: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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 2.3.1 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](#)

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[Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### 2.3.2 Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 2.3.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than FIVE (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

## 2.6 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

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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 FIVE (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder is strongly encouraged to submit its bid electronically 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: Gwich'in Opportunities Consideration
- Section IV: Certifications

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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

#### 3.1.1 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. Bidders should describe their capability and experience, the project management team and provide client contacts.

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.

### **3.1.2 Section II: Financial Bid**

**3.1.2.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **3.1.2.2 Electronic Payment of Invoices – Bid**

*The Bidder must complete Annex "G" - Electronic Payment Instruments to identify which electronic payment instruments they are willing to accept.*

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

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

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

#### **3.1.2.3 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.1.3 Section III: Gwich'in Opportunities Consideration**

Bidders must identify the level and extent of **Gwich'in** involvement proposed for this project in accordance with Annex "E" – Gwich'in Indigenous Opportunity Considerations Criteria.

### **3.1.4 Section IV: 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.
- (c) The evaluation team will determine first if there are one or more bids from Gwich'in organizations with a valid PSAB. In that event, the evaluation process will be limited to the bids from the Gwich'in organizations; otherwise, all bids with a valid PSAB will be evaluated. If bids from Gwich'in organizations are declared non-responsive, or are withdrawn, and less than one responsive bid from a Gwich'in organization with a valid PSAB remains, then all bids received with a valid PSAB will be evaluated.
- (d) Next, the evaluation team will determine if there are two or more bids with a valid PSAB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

#### **4.1.1 Technical Evaluation**

Mandatory technical evaluation criteria are included in Annex "D".

#### **4.1.2 Gwich'in Opportunities Consideration Evaluation**

This procurement is subject to the Gwich'in Comprehensive Land Claim Agreement.

Gwich'in Indigenous Opportunity Considerations criteria are included in Annex "E".

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Bidders / Contractors / Offerors are requested to maximize Indigenous employment, subcontracting and on-the-job training opportunities, and involve Indigenous citizens and businesses, in carrying out the work under this project.

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Indigenous Opportunity Considerations (IOC), and bidders propose Indigenous opportunities in their bid submission.

The proposed requirement is subject to the Gwich'in Comprehensive Land Claim Agreement. The requirements of the Gwich'in Comprehensive Land Claim Agreement will apply to this procurement. The provisions that apply are contained in: Section 10 - Economic Measures, of the Gwich'in Comprehensive Land Claim Agreement. [http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/97-803-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/97-803-eng.asp)

For purposes of interpretation:

"Gwich'in" means, except in chapters 3 and 4, participants and Gwich'in organizations designated pursuant to chapter 7, as the context requires;

"Gwich'in community" means a community within the Gwich'in Comprehensive Land Claim Agreement;

"Gwich'in lands" means Gwich'in municipal lands and settlement lands;

"Gwich'in" means a person of Gwich'in (also referred to as Loucheux) ancestry who resided in, or used and occupied the settlement area on or before December 31, 1921, or is a descendant of such person.

#### **4.1.3 Financial Evaluation**

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

##### **4.1.3.2 Mandatory Financial Criteria**

*SACC Manual* Clause [A0220T \(2014-06-26\)](#), Evaluation of Price-Bid

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection - Highest Combined Rating of Gwich'in Indigenous Opportunity Considerations Merit and Price**

4.2.1.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all the mandatory technical evaluation criteria (Annex "D").

4.2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.1.3 The selection will be based on the highest responsive combined rating of IOC merit and price. The ratio will be 20% for the IOC merit and 80% for the price.

4.2.1.4 To establish the IOC merit score, the overall IOC score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 20%.

4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 80% will be applied in the final combined rating.

4.2.1.6 For each responsive bid, the IOC merit score and the pricing score will be added to determine its combined rating.

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4.2.1.7 Neither the responsive bid obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IOC 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 80/20 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Price (80%) and IOC Merit (20%)</b>				
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Overall IOC Score</b>	85/100	66/100	71/100	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>IOC Merit Score</b>	85/100 x 20 = 17.00	66/100 x 20 = 13.20	71/100 x 20 = 14.20
	<b>Pricing Score</b>	45/55 x 80 = 65.45	45/50 x 80 = 72.00	45/45 x 80 = 80.00
<b>Combined Rating</b>	82.45	85.20	94.20	
<b>Overall Ranking</b>	3rd	2nd	1st	

## **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 Integrity 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.

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Conditional Set-aside for Aboriginal Business**

- a) This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the certification (refer to Annex "F") is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.

### **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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

### 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](#).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

#### 5.1.3.1.1 SACC Manual clause [A3050T \(2020-07-01\)](#), Canadian Content Definition

#### 5.2.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon

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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.

### 5.2.3.3 Education and Experience

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

### 5.2.3.4 Labour Rate Certification for Downtime

The following certification is required to be signed by the Senior Financial Officer of the bidding company.

We certify that the "actual costs" quoted for down time, in Section 3 of Annex "B", represent our payroll costs only, for the proposed project, and that they are calculated without including overheads, profit or other allowances for each employee, in accordance with the following formula:

annual salary + fringe benefits

-----  
available days\*

\_\_\_\_\_  
Name of Senior Financial Officer (print)

\_\_\_\_\_  
Signature of Senior Financial Officer

\* "available days" represents expected chargeable days, and can be calculated by using total number of paid days minus statutory holidays minus paid vacation or other time off for each employee.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 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 \_\_\_\_\_.

### 6.2 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.

#### 6.2.1 General Conditions

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

### 6.3 Security Requirements

6.3.1 There is no security requirement applicable to 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 2022-03-01**.

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#### 6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Gwich'in Comprehensive Land Claim Agreement (1992).

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson  
Procurement Specialist  
Public Services and Procurement Canada  
Canada Place, Suite 1000,  
9700 Jasper Avenue,  
Edmonton AB, T5J 4C3

Telephone: 587-337-2458  
Facsimile: 780-497-3510  
Email: [lorraine.jenkinson@pwgsc-tpsgc.gc.ca](mailto:lorraine.jenkinson@pwgsc-tpsgc.gc.ca)

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

##### 6.5.2 Project Authority

The Project Authority for the Contract is: *(To be named in the Contract.)*

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 Procurement Authority

The Procurement Authority for the Contract is: *(To be named in the Contract.)*

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

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The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.4 Contractor's Representative

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

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

##### 6.7.1 Basis of Payment

- a) For the Work described in Section 1 of the Basis of Payment, in Annex B: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable taxes are extra, if applicable.
- b) For the Work described in Section 2 and 3 of the Basis of Payment, in Annex B: The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award) Customs duties are included and Applicable Taxes are extra, if applicable.

##### 6.7.2 Limitation of Expenditure

- 6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
- 6.7.2.2 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.

6.7.2.3 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**

6.7.3.1 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 80 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the total amount for all milestone payments paid by Canada does not exceed 80 percent of the total amount to be paid under the Contract;
- c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

6.7.3.2 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**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
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**

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

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

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

6.8.2 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

6.8.3 Claims must be submitted using the following method:

- a. Invoices must be submitted using one of the following methods:

E-mail: [NRCan.invoice\\_imaging-service\\_dimagerie\\_des\\_factures.RNCan@canada.ca](mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca)

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

**Note:** Use highest quality settings avail.

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

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

*SGB Reference # 202018001; NT File # SM8272-3-1*

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

## 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

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

### 6.9.3 Aboriginal Business Certification

6.9.3.1 The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the *Supply Manual*.

6.9.3.2 The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

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

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## 6.10 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*).

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions **2010C (2020-05-28)**, General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Workers' Safety and Compensation Commission Mandatory Health and Safety;
- (f) Annex D, Mandatory Technical Evaluation Criteria;
- (g) Annex E, Gwich'in Indigenous Opportunities Consideration Criteria;
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

## 6.12 SACC Manual clause

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

## 6.13 Insurance Requirements

SACC Manual clause **G1005C (2016-01-28)**, Insurance - No Specific Requirement

## 6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "**Dispute Resolution**".

## **ANNEX "A" - STATEMENT OF WORK**

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APPENDIX A. INFORMATION PROVIDED BY THE SURVEYOR GENERAL BRANCH

APPENDIX B. PRIORITY OF MAPPING

**TITLE: Orthophoto Data Capture and Vector Mapping of Gwich'in Comprehensive Land Claim Agreement Boundary Parcels.**

*SGB Reference # 202018001; NT File # SM8272-3-1*

(Please quote this Reference and File number when writing & submitting any returns.)

## **1.0 INTRODUCTION**

In 1992, the Gwich'in Tribal Council and the Government of Canada signed a Comprehensive Land Claim Agreement (GCLCA). Surveying of all of the lands implicated in the agreement was never completed. Fee simple title was granted to all parcels in NWT Land Titles, based on a mixture of written descriptions and adjacent surveyed boundaries. Following devolution of the Northwest Territories, it was decided that the surveying could be completed to allow for boundary certainty of the entire parcels.

At present, all lands not surveyed or partially surveyed between 1993 and 1996 are described in the GCLCA Appendix F, Schedules I, II & III by Metes and Bounds (written description of the land based on coordinates and geographic features) and Selection maps. An 82-sheet land selection map was registered in the Canada Land Surveys Records (CLSR) and the NWT Land Titles as Plan 74198 CLSR, 2334 LTO. This 82-sheet plan assists in identifying the intent of the land selections.

As per the GCLCA and associated Implementation Plan, the Surveyor General has the responsibility for and control over legal surveys to determine the boundaries of all parcels described in the said Agreement. Natural Resources Canada, Surveyor General Branch, Northwest Territories Regional Office is responsible for the management of the legal surveys for the lands identified in the GCLCA.

## **2.0 LOGISTICS AND RISK MANAGEMENT**

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

Logistical considerations may include but are not limited to: site access, altitude and distance restrictions, topography, ground and soil situations (e.g. permafrost), transportation (e.g. helicopter/fixed-wing aircraft – timing and safety), forest fires, isolation, variable weather, downtime (e.g. weather/geomagnetic activity), and impact abatement procedures (e.g. wildlife).

Field Safety procedures must include but are not limited to: a First Aid kit designed for working in remote locations assigned to each Field Crew, a communication and evacuation plan in place in the event of a health and safety emergency, and working with and around helicopters in remote locations.

Health and Safety considerations may include but are not limited to: wildlife safety (e.g. bears), clothing, equipment, access to medical services, communication (emergency and daily use), and emergency evacuation procedures. COVID protocols (GNWT and local community) and public health orders must also be followed and respected, and may have an impact on both logistics and risk management, as workers will be required to enter and work in Gwich'in communities.

The surveyor must also consider and respect Indigenous Culture, wildlife (e.g. bears, caribou, and migratory birds) and land ownership when working within the Gwich'in Settlement Areas.

## **3.0 SCOPE OF WORK**

The requirement for this project is to utilize Earth Observation Technology (i.e. Aerial photography, Satellite imagery, LiDAR, etc.) and perform ground truthing field checks in order to map the natural boundaries defined in the GCLCA. By whichever method deemed most appropriate, the Canada Lands

Surveyor (CLS) shall extract the natural boundary defined by the Ordinary High Water Mark (OHWM) or by the Watershed and the 100-foot perpendicular offset, and prepare a plan of Field Notes in accordance to the National Standards.

**This project requires the on-site supervision of a licensed experienced Canada Lands Surveyor for the on the ground identification and verification of natural boundaries**

The contractor must perform the following to the satisfaction of the Technical Authority on approximately 2,000 line kilometers of boundary as outlined in the GCLCA and more particularly described as follows:

- A. Parcels with natural boundary to have OHWM mapped where not currently surveyed are:
  - 1. All parcels with unsurveyed natural OHWM boundary in GCLCA Schedule I – Parcels 2 to 6, 8 to 27, 29, & 31 to 33.
  - 2. All parcels with unsurveyed natural OHWM boundary in GCLCA Schedule II – Parcels B, D, E, G, H, I, K, M, N, O, Q, R & U
- B. Parcels with natural boundary to have watershed mapped where not currently surveyed are:
  - 1. All parcels with unsurveyed watershed and 100-foot perpendicular offset boundary in GCLCA Schedule I – Parcels 6, 20, 27, and 32.
  - 2. All parcels with unsurveyed watershed and 100-foot perpendicular offset boundary in GCLCA Schedule II – Parcels D & U

**4. PROJECT REQUIREMENTS**

**4.1. Mapping/Orthophotography**

- 4.1.1. The contractor in coordination with a Canada Lands Surveyor (CLS) must locate and map the OHWM or watershed boundary and associated 100-foot perpendicular offset through the use of Earth Observation Technology and produce a product to the following specifications:
  - a. Produce vector mapping of all water bodies, rivers, streams, and watersheds that are identified as a portion of or offset to the Land Claim Boundaries outlined in Appendix "A". (reference line work for Zone 8 and 9 provided in DWG format)
  - b. Produce orthophoto mapping of a strip a minimum 2 kilometers wide centered on the OHWM or watershed boundaries identified in Appendix "A".
  - c. Provide the resulting mapping at a scale of 1:10,000 with the vector information superimposed onto the orthophoto base.
  - d. Vector mapping must comply with the accuracy standards for 1:10,000 natural boundaries (+/- 5m) listed in Chapter 5 of the *National Standards for the Survey of Canada Lands version 1.1 – 2019*.
- 4.1.2. All imagery must be captured, processed and presented in 4 band RGBI color imagery.
- 4.1.3. All imagery captured must be done when the sky is clear (max of 10% cloud cover); the ground is free from snow, haze, smoke, dust, and cloud shadows; rivers and streams are within their normal banks. Spectral reflectance from water must be minimized and must not obscure shoreline features. The solar angle must be at least 32-degrees above the horizon at the time of exposure.
- 4.1.4. If using aerial photography; the proponent must ensure that at least 2 additional frames are photographed past the edge of the mapping extents at the start and end of each flight line, unless over water. Flight plans must ensure at least 30% lateral overlap and at least 60% forward overlap.

- 4.1.5. All imagery collected should be current (newly collected or collected within the last 2 years) to allow for accurate field verification.

#### **4.2. Survey and Plan Preparation**

- 4.2.1. Sufficient field sampling by GNSS or conventional means to achieve the required positional accuracy at minimum 40 kilometre intervals to ground truth the OHWM (including water elevation at time of survey) or watershed under the supervision of a CLS is required. The contractor must submit a sketch to the technical authority as part of the Premobilization Report that must be approved prior to commencing ground truthing. The sketch must show the location of the sites to be ground truthed or checked.
- 4.2.2. A minimum of 2 photo identifiable points in the vicinity of the natural boundary are also required to be tied in and shown with GNSS or conventional observed coordinates (e.g. cabin roof corners, existing surveyor established photo targets, etc.) on each survey plan.
- 4.2.3. The position of all natural boundaries must be integrated within the Canadian Spatial Reference System (NAD83 CSRS epoch 2010).
- 4.2.4. The geographic coordinates in the metes and bounds descriptions of the Gwich'in Comprehensive Land Claim Agreement are based upon the North American Datum of 1927.
- 4.2.5. All required conversions from NAD' 27 to NAD' 83 datum must be done using NTv2 National Transformation software (Geodetic Survey Division, Natural Resources Canada).
- 4.2.6. PPP (Precise Point Positioning) is the preferred method of establishing any local control. GCP standards Chapter 1.9 of the *National Standards for the Survey of Canada Lands version 1.1 – 2019* must be applied to Field Control Points.
- 4.2.7. Field notes will show any control used for initial geo-referencing of the boundaries as well as any photo identifiable points and natural boundary ties chosen for ground-truthing in tabular format with both observed coordinates and imagery-extracted coordinates shown for comparison where applicable.
- 4.2.8. A minimum of eleven (11) separate Field Notes Plans in PDF format digitally signed and sealed by a licensed Canada Lands Surveyor will be required for this project. (See Appendix "B")
- 4.2.9. A maximum length of any sheet will be 3 metres and the maximum width will be 0.9 metres, although multi-sheet plans are permitted.
- 4.2.10. One Survey Report will be prepared and submitted to accompany the final plans of Field Notes.
- 4.2.11. All Plans and Reports are to be prepared and submitted digitally using PDF/A-1b or PDF/A-2b format and digitally signed using Entrust.

#### **4.3. General**

- 4.3.1. If required, a Land Use Permit is the sole responsibility of the contractor.
- 4.3.2. The Contractor must provide immediate notification when fieldwork or office concerns or issues arise, so these can be dealt with promptly.
- 4.3.3. The Contractor must immediately inform the Technical Authority and the Contracting Authority of any conflict arising between the Statement of Work and any instruction contained in any other document incorporated into the contract by reference.

**In no event will Canada be responsible for any costs arising out of the Contractor's failure to give such prior notification to the Technical Authority or to the Contracting Authority.**

## 5. STATUTORY AUTHORITY, INSTRUCTIONS AND SPECIFICATIONS

- 5.1.1. The *Canada Lands Surveys Act, R.S. 1985, c. L-6* and the *National Standards for the Survey of Canada Lands (1.1)*; <http://clss.nrcan.gc.ca/clss/surveystandards-normesdarpentage/>.
- 5.1.2. Preliminary survey instructions issued under the *Canada Lands Surveys Act*.
- 5.1.3. *Gwich'in Comprehensive Land Claim Agreement (1992), Land Claims and Self-Government Agreement*.
- 5.1.4. The *Mackenzie Valley Resource Management Act, C.P. 1998-1493 [1998]* and the *Mackenzie Valley Land Use Regulations, SOR/98-492*.
- 5.1.5. The required legislation in the NWT regarding land use regulations; refer to <https://www.lands.gov.nt.ca/en/resources> and <https://www.justice.gov.nt.ca/en/legislation/>

## 6. LIAISON AND MEETINGS

### 6.1. Liaison

A. Surveyor General Branch  
(Technical Authority; survey matters)

B. Gwich'in Tribal Council (GTC)

1-3 COUNCIL CRESCENT  
BOX 1509  
INUVIK, NT X0E 0T0  
Inuvik: Diane L. C. Baxter  
PHONE: 867-777-7924  
FAX: 867-777-7919  
EMAIL: [Diane.Baxter@gwichintribal.ca](mailto:Diane.Baxter@gwichintribal.ca)  
(Gwich'in Tribal Council Contact - GTC Contact)



**DIANE L. C. BAXTER**  
Senior Implementation Advisor  
Intergovernmental Relations  
**GWICH'IN TRIBAL COUNCIL**  
TŁ'YAH ZHIT/PHONE: 867-777-7924  
EDINEHTŁ'EH NIHLICHIDHAH'EE/FAX: 867-777-7919  
E: [Diane.Baxter@gwichintribal.ca](mailto:Diane.Baxter@gwichintribal.ca)  
*Gwich'in Land, Culture & Economy for a better future.*

### 6.2. Start-up Meeting

Prior to commencement of the mapping field work, the Contractor and/or designated on-site supervising CLS must participate in a start-up meeting in person or via video conference with the Technical Authority to discuss the details of the work and to finalize scheduling.

The face to face meeting or video conference meeting is mandatory between the selected Contractor and Technical Authority to ensure that there is a complete understanding of the expectations outlined in the scope of work, to the 2021 upcoming survey and mapping. A face to face meeting (if applicable) will be held at:

Room 230, 2<sup>nd</sup> Floor, Greenstone Building  
5101 50<sup>th</sup> Avenue, Yellowknife, NT

## 7. ACCEPTANCE CRITERIA

- A licensed Canada Lands Surveyor must be in charge to determine the natural boundary position of the OHWM and the watershed boundaries.
- The mapping products and procedures used in their derivation must meet nationally accepted standards (Refer to the Treasury Board Secretariat Standard on Geospatial Data, ISO 19115 – Geographic Information – Metadata standard (NAP- Metadata), ISO/TS19139 Metadata –

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XML schema implementation, ICAS specifications - [ftp://ftp.nrcan.gc.ca/ess/topo/ICAS-CILA/E-ICAS\\_spec\\_2000.pdf](ftp://ftp.nrcan.gc.ca/ess/topo/ICAS-CILA/E-ICAS_spec_2000.pdf) )

- The specific equipment used for all aspects of the contract must be identified by manufacturer and calibration information must also be provided where applicable.
- A designated contact person for information from the contractor and the Canada Lands Surveyor must be identified along with a backup contact person during the length of the contract.

**The work must be performed to the satisfaction of and is subject to the acceptance of the Technical Authority. The responsibility for final accuracy and completeness of the survey and the returns rests with the Contractor. Any work which does not meet the standards and specifications contained in this Statement of Work and the *National Standards for the Survey of Canada Lands (1.1)*, the Digital Specifications and the Survey Instructions will not be accepted.**

**All data is to be covered by a minimum five-year warranty from the date of final returns delivery. Should any defects or errors be found in the data affecting the natural boundary identification whereby the specification is not met, at any time during the warranty period, the contractor will undertake the necessary amendments as soon as practically possible at their own expense to remedy the defects or errors.**

## **8. GWICH'IN SUPPLIERS AND EMPLOYMENT OPPORTUNITIES**

In order to provide the Gwich'in First Nation economic opportunity and benefits while surveying their lands, the proponent must engage with the Gwich'in First Nation in order to employ Gwich'in First Nation members into the project where applicable.

### **8.1. Gwich'in Suppliers List**

The Gwich'in First Nation Suppliers List can be located at <https://gwichin.biz/> as a method to provide the Gwich'in First Nation economic opportunity and benefits associated with this Work. The Gwich'in First Nation Suppliers List is comprised of a list of Gwich'in First Nation People and Businesses interested in providing technical and support services associated with this Work.

### **8.2. Gwich'in Employment Opportunities**

Gwich'in First Nation People should be hired in meaningful, capacity building roles for this project where applicable, such as Survey Assistant, etc. These employment opportunities can be arranged through the GTC contact who will direct contractors to the appropriate organizations. As a requirement to hiring Gwich'in employees, the contractor must provide the following:

- i. One (1) day of training shall be provided to Gwich'in employees prior to fieldwork.
- ii. Gwich'in employees shall be given a chance to provide written feedback of their experience after the work and this feedback is to be included in the Gwich'in Involvement report.

## **9. REPORTS AND DELIVERABLES**

All written and verbal communication regarding the deliverables must be directed to the attention of the Technical Authority.

The following outlines the project reports required to be submitted to the Technical Authority throughout the duration of this project.

### **9.1. Premobilization Report**

A Premobilization Report shall be submitted to the Technical Authority following contract award, prior to mobilization, and must identify the Contractor's planned methodology in the following areas:

- i. Sketch showing flight lines proposed to be mapped (where applicable);
- ii. Sketch showing proposed ground truthing locations;
- iii. Proposed schedule including but not limited to the dates for initial proposed mobilization and higher priority field notes plan submission dates.

### **9.2. Mobilization Report (Milestone Payment)**

A Mobilization Report shall be submitted to the Technical Authority upon mobilization and must elaborate on logistics pertaining to Gwich'in citizens including training. It must also include but is not limited to, the following:

- i. Any deviation from the Contractor's proposal clearly identified;
- ii. List of Gwich'in citizens hired, and Gwich'in businesses and services involved in the project;
- iii. List of personnel on the job.

Documentation is required to prove employment of Gwich'in citizens, businesses and services.

### **9.3. Progress and Status Report (Milestone Payment)**

A written progress and status report shall be submitted to the Technical Authority weekly during the fieldwork. It must identify the progress and status of the project, any change in personnel, and problems (if any) encountered. The report must be in PDF format digitally signed by the CLS. Digitally signed, dated and sealed copies of field records must also be provided for all milestone payments for fieldwork.

### **9.4. Demobilization Report (Milestone Payment)**

A demobilization report shall be submitted to the Technical Authority within two weeks of demobilization and must include, but is not limited to the following:

- i. demobilization date;
- ii. detailed logistics pertaining to Gwich'in citizens; and removal of equipment and or supplies from the field.

### **9.5. Downtime Report (Milestone Payment)**

Charges for downtime are subject to the approval of the Technical Authority and any claim must be justified by a Downtime Report submitted to the Technical Authority which must include, but is not limited to, the following:

- i. breakdown of each day or portion thereof claimed, providing dates and reasons;
- ii. breakdown of all resources associated with each day or portion thereof claimed, i.e. personnel, equipment, accommodation, transportation, etc.
- iii. supporting documentation, e.g., weather reports, flight tickets, etc.;
- iv. GPS data for the project in Rinex format stored on a thumb drive, CD or DVD for any downtime claim associated with ionospheric activity;
- v. Detail with respect to downtime logistics pertaining to Gwich'in citizens, including training.

**Please note: The Contractor shall immediately inform the Technical Authority of any downtime due to poor weather conditions and shall consult with the Technical Authority prior to demobilization due to extended poor weather conditions. Any downtime costs resulting from lack of backup equipment, loss of data or additional work caused by the absence of equipment calibration must be borne fully by the Contractor.**

## **9.6. Preliminary and Final Returns**

The following returns must be submitted to the Technical Authority upon completion of the project.

### **9.6.1. Survey Report**

A digital PDF Survey Report, certified correct and digitally signed to accompany the plans of Field Notes (Only one overall survey report is required regardless of the total number of plans of Field Notes). In addition to the requirements prescribed in chapter 4 of the *National Standards for the Survey of Canada Lands version (1.1)*:

- a. General description of the project and area of the project, field procedures;
- b. Drawings showing results of ground truthing with photographs showing the location(s) of the area(s)/section(s) of the natural boundary tested;
- c. Organized list of all natural boundaries issues found. Include locations and visual diagrams of areas which cannot be suitably represented by OHWM natural boundaries.

### **9.6.2. Natural Boundary Suggestions Report**

A digital PDF Report Digitally signed and sealed in PDF format submitted to the Technical Authority. This report should contain a copy of item c. referred to in 9.6.1 above together with suggestions of options to finalize the boundary at these locations taking into account the intent of the current legal descriptions.

### **9.6.3. Contract Report**

A Contract Report Digitally signed and sealed in PDF format submitted to the Technical Authority. The report must include, but is not limited to, the following;

- a. Project diary outlining the daily work and contacts;
- b. A list of contacts and meetings held with local officials;
- c. A list of personnel, including the names and classification of the various persons involved, and the number of calendar person-days in each classification dedicated to the contract

### **9.6.4. Gwich'in Involvement Report**

A written report regarding Gwich'in involvement must be submitted to the Technical Authority within two weeks of demobilization. It must be a digital report signed and sealed listing and outlining the extent and dollar value of Gwich'in involvement in providing personnel, benefits, services, training and equipment and a comparison to that proposed by the contractor with an explanation for any deviation. It must include all concerns which may interest the Gwich'in Tribal Council. This report must be extensive in detail and must include all occurrences of communication with the Gwich'in Tribal Council, any regional community governments, and Gwich'in service providers. Include the results of the employment surveys provided to Gwich'in citizens. Provide explanations for why GTC businesses were not used when the services were available from GTC businesses. This report will be made available to the Gwich'in Tribal Council.

### **9.6.5. PRELIMINARY Field Notes Plans**

Official Field Notes are to be presented in digital plan form on 11 separate sheets (or more as applicable) as split up in Appendix "B". They are to be digitally signed and certified correct by the

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CLS, with mapped natural boundaries plotted against the orthophoto background at a scale of 1:10,000 for preliminary review by SGB. Include DWG format files of said Field Notes Plans. Field Notes to be prepared in plan form per the *National Standards for the Survey of Canada Lands Version 1.1 – February 2019*. Preliminary returns should be completed as soon as possible in order of priority assigned in Appendix “B”, but not later than the preliminary mapping returns date identified in the delivery date schedule.

#### 9.6.6. **FINAL RETURNS (Milestone Payment)**

After review and acceptance of Preliminary Field notes by Technical Authority. Official Field Notes, digitally signed and certified correct by the CLS, of mapped natural boundaries plotted against the orthophoto background at a scale of 1:10,000 shall be submitted for final review by SGB. Include DWG format files of said Field Notes Plans. Field Notes to be prepared in plan form per the *National Standards for the Survey of Canada Lands Version 1.1 – February 2019*. In addition to the Plans of Field Notes, all files utilized in the production of orthomosaic imagery and mapping of OHWM and Watershed boundaries shall be submitted. All files are to be licensed to Canada, the Government of Northwest Territories, and the Gwich'in Tribal Council for perpetual copyright permission to use, distribute, and share without any additional cost or licensing fee for the including but not limited to (if applicable):

- a. Model Diagrams from Aero triangulation
- b. ASCII file with aero triangulation results and if applicable, external orientation parameters for each model.
- c. Digital colour orthoimagery in uncompressed GeoTIFF format, no larger than 1km x 1km tiles suitable for use in ArcMap and AutoCAD, including a tile index in ESRI SHP format.
- d. Overall orthomosaic(s).
- e. Vector information of extraction of OHWM, watershed, and 100-foot perpendicular offset in SHP files format for input into Arcinfo as well as in a DWG format for AutoCAD (2013).
- f. ISO Compliant Metadata files
- g. Pointcloud files in LAS format and associated Digital Elevation Model files in DWG format for AutoCAD (2013) (where applicable)
- h. Final quality assurance report including
  - Source and parameters surrounding the digital aerial photography;
  - Photo Control;
  - Data collected during acquisition of the digital imagery to provide direct georeferenced exterior orientation parameters;
  - Base Station(s) monitored;
  - Model Diagrams from Aero triangulation;
  - ASCII file with aero triangulation results and if applicable, external orientation parameters for each model;
  - Elevation data;
  - Orthorectification of Imagery;
  - Camera calibration report;
  - Details on method used for extraction of natural boundary;
  - Statement of Accuracy for imagery and natural boundary extraction;
  - A complete listing of all deliverables;
  - Contractor's signature certifying the correctness of the deliverables;

#### 10. **GOVERNMENT FURNISHED INFORMATION**

The following is a list of resources available in support of identifying the lands that are required to be surveyed & can be accessed through directions in Appendix “A”:

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- PDF of overall map of "Settlement Lands within the Gwich'in Settlement Area" (January 28, 2013)
  - PDFs of proposed parcel sketches identifying natural boundaries to be mapped and surveyed.
  - PDF depicting priority of mapping and proposed staging communities.
  - FOR REFERENCE PURPOSES ONLY - Zone 8 and 9 DWG files with data set of existing digitized natural boundaries from the CLSS Dataset that are to be mapped (for use in identifying the areas to map).
  - Plan 74198 CLSR NT (2334 LTO) – showing existing (UNSURVEYED) parcels of survey for all parcels in the Gwich'in Comprehensive Land Claim Agreement and showing all OHWM and Watershed boundaries to be mapped.

#### **11. CONTACT WITH OTHER REGULATORY BODIES**

The winning Contractor must ensure that any organization or local authorities which may have an interest in the project are contacted and made aware of the project and its location, dates, time frame, etc. These organizations and local authorities must include but are not limited to Town/Hamlet Offices, Regional Manager, Surveyor General Branch, NT; Director of Lands & Resources, Gwich'in Tribal Council.

## 12. DELIVERY DATES

	DELIVERABLE	DEADLINE
12.1	<b>Premobilization Report</b>	at least three (3) weeks prior to mobilization.
12.2	<b>Mobilization Report</b>	within one (1) week of mobilization.
12.3	<b>Progress Reports</b>	weekly during field portion of the project.
12.4	<b>Demobilization Report</b>	within two (2) weeks of demobilization from the field.
12.5	<b>Downtime Report</b>	within two (2) weeks of demobilization from the field.
12.6	<b>Gwich'in Involvement Report</b>	within two (2) weeks of demobilization from the field.
12.7	<b>Preliminary Field Notes Plans</b>	As completed in order of priority from Appendix "B", but no later than November 15, 2021 for all parcel groups – including: <ul style="list-style-type: none"> <li>Digitally signed and sealed Preliminary Survey Field Notes in plan form;</li> <li>Preliminary Survey Report;</li> <li>Preliminary orthophotography;</li> <li>Preliminary linework in DWG format and all mapping files utilized to create linework and orthophotography.</li> <li>Preliminary Contract Report; and</li> <li>Preliminary Natural Boundary Suggestions Report</li> </ul>
12.8	<b>Final Returns</b>	January 10, 2022 – including: <ul style="list-style-type: none"> <li>Digitally signed and sealed Final Survey Field Notes in plan form;</li> <li>Final Survey Report;</li> <li>Orthophotography;</li> <li>Final Linework in DWG format and all mapping files utilized to create linework and orthophotography.</li> <li>Final Contract Report; and</li> <li>Final Natural Boundary Suggestions Report</li> </ul>

**Please note: Digital submissions of Field Notes in Plan form and Survey Reports shall be made with MYCLSS to the fullest extent permitted by file size limitations, and the submission of all other deliverables shall be directed to the attention of the Technical Authority.**

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## **APPENDIX A. INFORMATION PROVIDED BY THE SURVEYOR GENERAL BRANCH**

Data – information provided by the Surveyor General Branch for this project can be accessed at the following FTP site or using the provided links where applicable:

<ftp://ftp.nrcan.gc.ca/pub/outgoing/Gwich%27in/>

(NOTE: FTP link works in Internet Explorer or can be copied and pasted into Windows Explorer)

Alternate FTP access using FileZilla:

Host: ftp.nrcan.gc.ca Username: anonymous

Click Quickconnect

Once connected, type /pub/outgoing/Gwich'in into the Remote site: dialogue.

The project information includes the following:

### **Attachment I**

PDF of overall map of "Settlement Lands within the Gwich'in Settlement Area" (January 28, 2013).

### **Attachment II**

PDF depicting priority of mapping and imagery groups.

### **Attachment III**

PDFs of proposed parcel sketches identifying unsurveyed boundaries to be mapped.

### **Attachment IV**

Zone 8 & 9 DWG files with existing digitized natural boundaries from the CLSS Dataset to be mapped.

### **Attachment V**

Plan 74198 CLSR NT (2334 LTO). <http://clss.nrcan.gc.ca/clss/plan/detail?id=74198%20CLSR%20NT>

### **Attachment VI**

Links to Statutory Authority, Instructions and Specifications.

### **Attachment VII**

Link to list of Gwich'in suppliers. <https://www.gwichin.biz/registered-businesses.html>

### **APPENDIX B PRIORITY OF MAPPING**

Parcel Groups for the purposes of separation into separate field notes plans and proposed staging requirements. Multi-sheet plans will be permitted for larger contiguous areas, and additional field notes plans are permitted to reduce file sizes where required.

<b>Priority</b>	<b>Watershed Parcel #</b>	<b>OHWL Parcel #</b>	<b>Potential Staging Community for Gwich'in Involvement</b>
1	-	Parcels 2, 3, 4, 13, 14 & B	Inuvik, NT
2	-	Parcels 9, 10, 11, 12, H & I	Fort McPherson, NT
3	Parcels 6 & D	Parcels 5, 6, 8, 21, 22, 23, 24, 25, D, E, G, O & Portions of 27 W and SW of Nerejo Lake	Fort McPherson, NT
4	Parcel 20	Parcel 20	Fort McPherson, NT
5	-	Parcel 26	Fort McPherson, NT
6	-	Parcels 15, 16 & K	Tsiigehtchic, NT
7	-	Parcels 17, 18 & M	Tsiigehtchic, NT
8	-	Parcels 19, 29, 31, N & R	Tsiigehtchic, NT
9	Parcel 27	Parcels Q and Portions of 27 N and E of Nerejo Lake	Tsiigehtchic, NT
10	Parcels 32 & U	Parcels 32 & U	Tsiigehtchic, NT
11	-	Parcel 33	Tsiigehtchic, NT

Every effort should be made to have preliminary plans submitted in advance of the deadline dates in order of priority to allow for initial feedback to be provided for later submissions and to make data available for review as early as possible.

Refer to Attachment II from Appendix "A" for a visual representation of the proposed parcel groups.

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**ANNEX "B" - BASIS OF PAYMENT**

**SECTION 1:**

**TOTAL FIRM PRICE: \$ \_\_\_\_\_, APPLICABLE TAXES EXTRA**  
(excluding estimated down time cost and post fees and Plan sticker Fees)

**Schedule of Payment (to be used in the resulting contract)**

Following completion of the work, as described in this schedule, and the Technical Authority's acceptance of relevant requirements, as identified in the Statement of Work, Annex "A", payment will be made as detailed in: Section 1 for the Firm Price work; and, Sections 2 and 3 for ACLS Post Fees and Plan Fees and Downtime, if incurred and supported to the satisfaction of the Technical Authority.

<b><u>SECTION 1</u></b>				
<b>Item</b>	<b>Milestone</b>	<b>Amount Claimed</b>	<b>Holdback</b>	<b>Amount Due</b>
		(A)	20% of (A)	80% of (A)
1.	Mobilization Report	\$	\$	\$
2.	Progress and Status	\$	\$	\$
3.	Demobilization Report	\$	\$	\$
4.	Downtime Report			\$
5.	Final Returns	\$	\$	\$
6.	Release of Holdback following acceptance of all contract reports/deliverables	\$	\$	\$
7.	TOTAL FIRM PRICE (excluding estimated down time costs and Post Fees and Plan Fees)	\$	\$	\$

NOTE: For projects with large field components bidders may wish to quote more than one field milestone payment. Other milestones cannot be amalgamated or separated. Altering the other milestones above may result in your bid being rejected.

**SECTION 2**

<b>ACLS POST FEES AND PLAN FEES</b>			
Payment will be made, at firm all-inclusive rates, for authorized actual costs incurred for ACLS Post Fees and Plan Fees, in accordance with the pricing schedule shown below.			
DESCRIPTION	ACLS FIRM RATE	ESTIMATED # OF UNITS	ESTIMATED COST
Survey Monuments (posts)	\$16.00		\$
ACLS Plan	\$91.00		\$
<b>TOTAL ESTIMATED COST:</b>			<b>\$</b>

**SECTION 3**

**DOWN TIME**

In consideration of authorized down-time, payment must be made for 50% of "actual costs" incurred in accordance with the pricing schedule shown below. Complete Annex "B" (showing the pricing and quantity of down days), which will form part of any resulting contract.

Down-Time compensation will cover only 50% of the following "actual costs" :

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

To be considered for reimbursement for each time that down-time is incurred, the Contractor must advise the Technical Authority as soon as possible (no later than three (3) working days from each down-day) of the amount and value of down-time being incurred. The Contractor is to submit a complete itemized report of down-time including costs, in accordance with this Annex, following the completion of the fieldwork (milestone #2).

Payment for down-time, or portion thereof, authorized by the Technical Authority, reasonably and properly incurred in the performance of the work, will be paid upon completion of demobilization. Payment will be in accordance with the following:

Item	Rate of Pay	Estimated Total
<b>a) Professional services at firm daily rates</b>	Firm daily rate	
Canada Lands Surveyor	\$	\$
Crew Chief	\$	\$
GPS Technician	\$	\$
Survey Technician	\$	\$
Gwich'in Assistants	\$	\$
Other	\$	\$
<b>b) Helicopter time</b>	Firm hourly rate	
Hours	\$	\$
Hours fuel	\$	\$
<b>c) Survey equipment</b>	Firm Daily rates	
GPS receivers # of units _____	\$ _____/each	
Field computer (including software) # of units _____	\$ _____/each	
4 X 4 Vehicle # of units _____	\$ _____/each	
Other at....		
<b>d) Accommodations and meals at firm daily rates</b>	Firm daily rates	
____ # of persons in camp/town @ \$ /person/day	\$ _____/person/day	
Total maximum estimated cost for each down day	\$ _____/day	
Total estimated number of downdays		
Total Estimated Cost For downdays		

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**SUMMARY – ANNEX B**

Total Firm Price, Section 1	\$
Total Estimated Cost, Section 2	\$
Total Estimated Cost, Section 3	\$
Total Limitation of Expenditure (GST Extra)	\$

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**ANNEX "C" - WORKERS' SAFETY AND COMPENSATION COMMISSION MANDATORY HEALTH AND SAFETY**

For work in the Northwest Territories:

**1. EMPLOYER/CONTRACTOR**

1.1 The Contractor must, for the purposes of the Safety Act and Regulations, Northwest Territories and for the duration of the Work of the Contract, act as the Employer on the work site.

**2. HEALTH AND SAFETY PROGRAM**

2.1 The Contractor must provide and maintain, for the duration of the Contract, one of the following:

- a) a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ);
- b) a health and safety policy and program, as required by the respective provincial/territorial occupational Health and Safety Act, unless none is required by law or the Contractor is exempt (have ten (10) or less employees), in which case the Contractor must still provide evidence to Canada of a system to manage health and safety.

Where the Contractor provides information pursuant to 2.1(b) above, it must also complete and provide to the Contracting Authority the Declaration as found in this Annex.

I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

**ANNEX “D” – MANDATORY TECHNICAL EVALUATION CRITERIA**

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

		MET	NOT MET
1.	At minimum, one (1) Canada Lands Surveyor (CLS), with a minimum 3 years of Northern Mapping/Legal Surveying experience, who is a licensed member of the ACLS, to be on site and in-charge of the entire project. Documentary proof of experience is required for each individual.		
2.	Availability of, at a minimum, one (1) Canada Lands Surveyor with similar experience to act as a back-up should the primary CLS be unable to complete the project.		
3.	The bidder is a valid permit holder pursuant to the Canada Lands Surveyors Regulations. Documentary proof is required.		
4.	Documentary proof that the Gwich'in with the necessary qualifications and experience are given first consideration in providing technical and support services associated with the work. The bidder is required to complete and submit Annex “E” – GWICH'IN INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA.		
5.	A brief summary of how the natural boundary will be mapped achieving the standard required.		
6.	A brief summary of the survey methodology used to achieve the positioning standards.		
7.	The bidder has recent ( <u>within 3 years</u> ) experience in remote and northern (north of 60°) mapping/legal surveying field work. The bidder is required to provide a summary of experience.  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.		

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## **ANNEX “E” – GWICH’IN INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA**

### **Evaluation and Assessment of IOC Commitment**

Bidders should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Indigenous training, labour, subcontracting/supplier and office presence commitments made below.

Bidders may use the attached Commitment Tables to supplement their IOC submission.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Conversely, one cannot change their commitments by providing additional information.

Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.

Below are examples of what a bidder may provide to demonstrate their commitments. Note, this is not an exhaustive list, bidders are responsible for providing sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments.

### **SUPPORTING DOCUMENTATION**

URL links to websites will not be considered.

NOTE: Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors/suppliers. Verification of Indigenous businesses will be made through:

- Indigenous Business Directory: [http://www.ic.gc.ca/eic/site/ccc\\_bt-rec\\_ec.nsf/eng/h\\_00011.html](http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html); and/or
- Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.

Gwich'in opportunities exist in the following components. Bidders are to check whether or not they are providing all or some of these components and are to provide support for each components offered.

ITEM	BID CRITERIA	Available Points
1.0	This procurement is subject to the <u>Gwich'in Comprehensive Land Claim Agreement</u> . Canada reserves the right to confirm validity of all declarations / commitments.	
1.1	<p><b>OFFICE PRESENCE</b></p> <p>Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.</p> <p>Describe the nature of the firm's presence in the CLCA and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC.</p> <p>Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.</p>	/5
1.2	<p><b>LABOUR</b></p> <p>Bidder will be evaluated on their firm commitment to use Gwich'in people from the CLCA in carrying out the work. The percentages identified below relate specifically to labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by Gwich'in people. On-site Gwich'in employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p><b>SUPPORTING DOCUMENTATION</b></p> <ul style="list-style-type: none"> <li>• list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Indigenous people;</li> <li>• names of individuals or companies contacted and the nature of the undertakings;</li> <li>• details on the work to be carried out for each position proposed to be filled by Indigenous people;</li> <li>• strategies for recruitment of Indigenous people;</li> <li>• strategies for retention of Indigenous people for long-term, multi-year projects;</li> <li>• strategies for succession planning; and</li> <li>• strategies for staff management.</li> </ul> <p>Indigenous people from within the CLCA must meet the following criteria:</p> <ol style="list-style-type: none"> <li>1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier.</li> <li>2. The individual must live within the CLCA. Proof of residency may be requested (Driver's Licence, Territorial Health Card).</li> </ol> <p>Bidders should provide their commitment of Gwich'in labour in accordance with the following:</p> <p>Total Gwich'in Employee Hours for This Contract: _____ hrs (a) +  Total non-Gwich'in Employee Hours for This Contract: _____ hrs (b) =  Total Employee Hours (Gwich'in and non-Gwich'in) for This Contract: _____ hrs (c)</p>	/35

	<p><b>(a) / (c) = % Commitment (d)</b></p> <table border="0"> <tr> <td>0 - 10% of total labour hours</td> <td>0 points</td> </tr> <tr> <td>11 - 20% of total labour hours</td> <td>10 points</td> </tr> <tr> <td>21 - 30% of total labour hours</td> <td>25 points</td> </tr> <tr> <td>31 - 100% of total labour hours</td> <td>35 points</td> </tr> </table> <p><i>Example: Bidder commitments 45% of labour hours will be Gwich'in = 35 points</i></p> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.</p>	0 - 10% of total labour hours	0 points	11 - 20% of total labour hours	10 points	21 - 30% of total labour hours	25 points	31 - 100% of total labour hours	35 points	
0 - 10% of total labour hours	0 points									
11 - 20% of total labour hours	10 points									
21 - 30% of total labour hours	25 points									
31 - 100% of total labour hours	35 points									
1.3	<p><b>SUBCONTRACTORS/ SUPPLIERS</b></p> <p>Bidders will be evaluated on their firm commitment to use Gwich'in subcontractors for services or the procurement of supplies and equipment from Gwich'in owned businesses from the CLCA applicable to the Contract.</p> <p><b>SUPPORTING DOCUMENTATION</b></p> <ul style="list-style-type: none"> <li>• names of companies contacted and the natures of the undertakings;</li> <li>• list of specific Indigenous businesses that will be subcontractors/suppliers;</li> <li>• the type of work to be carried out by Indigenous businesses; and</li> <li>• how Indigenous Firms will be managed from developing sources of supply to administration</li> </ul> <p><b>Gwich'in Subcontractors / Suppliers from the area of the contract are defined as:</b></p> <ol style="list-style-type: none"> <li>1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Gwich'in persons have majority ownership and control (according to the percentage defined in the CLCA obligations); or a joint venture or consortium in which a Gwich'in business or businesses as defined above have at least 51 percent ownership and control.</li> <li>2. The Supplier must have a staffed office or facility within the CLCA, or the head office of the Gwich'in group that holds the majority ownership must be located within the CLCA. <ul style="list-style-type: none"> <li>○ The prime contractor/subcontractor/supplier must be the firm to perform the work/supply the goods/services/materials. Brokerage type/commission based transactions may not be wholly eligible for Gwich'in Subcontracting/Suppliers points at the time of commitment or achievement. This includes facilitators/expeditors/licensed distributors/travel agencies etc., in this case, only the fees/mark-up will be eligible, unless the contractor can demonstrate that the final good(s) or service(s) was also provided by a Gwich'in subcontractor/supplier. If a commitment is accepted at time of contract award, but is later determined to be a brokerage type/commission based transaction, it may not be counted towards contractors' achievements and may result in the contractor being subject to a deduction.</li> <li>○ Example: If a contractor hires a Gwich'in owned travel agency to book flights, unless the flights are also booked with a Gwich'in owned airline, only the value paid directly to the travel agency will count towards the contractor's commitment.</li> </ul> </li> </ol>	/40								

	<p>Bidders should provide their commitment of Gwich'in Subcontractors in accordance with the following:</p> <p>Value of Gwich'in Contracting (contractor/subcontractor or supplier): \$ _____ (a) +</p> <p>Value of Non-Gwich'in Contracting (contractor/subcontractor or supplier): \$ _____ (b) =</p> <p>Estimated value of Contract (must equal total bid price): \$ _____ (c)</p> <p><b>(a) / (c) = % Commitment (d)</b></p> <p>Points will be assigned based on a percentage of the total points available: <b>(d) x 40 (available points) = assigned points</b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Example:</u></p> <p>Value of Gwich'in sub-contracting: \$ 55,000 (a)</p> <p>Value of Non-Gwich'in sub-contracting: \$ 45,000 (b)</p> <p>Estimated value of Contract: \$100,000 (c)</p> <p><math>\\$55,000 / \\$100,000 = .55</math></p> <p><math>55\% \times 40 = 22</math> assigned points</p> </div> <p>NOTE: Bidder must demonstrate how they will meet their Subcontractors/Suppliers %. Simply indicating a "%" commitment is not sufficient to achieve points.</p>	
1.4	<p><b>TRAINING</b></p> <p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of a minimum 1-day training program to commence prior to work and the provision of on-the-job training for Gwich'in people from the CLCA at no additional cost under this Contract.</p> <ul style="list-style-type: none"> <li>• Bidder should identify what safety training would be provided.</li> <li>• Bidder is to identify what "on-the-job-training" will consist of, the category of work, estimated number of hours and number of persons to be trained.</li> </ul> <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Gwich'in training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <p><b>SUPPORTING DOCUMENTATION</b></p> <ul style="list-style-type: none"> <li>• details on the type of training being offered and how it is relevant to the procurement;</li> <li>• Identify the skills the training will develop;</li> <li>• Anticipated duration of training;</li> <li>• the number of Indigenous people to be trained;</li> <li>• the type and level of accreditation being targeted? Certification, diploma, apprenticeship, designation, etc.;</li> <li>• identify what the "on-the-job-training" will consist of, the category of work and estimated number of hours;</li> <li>• Identify any anticipated progression of training (ex. Start/end apprenticeship level); and</li> <li>• additional details if any new capabilities will be developed.</li> </ul>	/15

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	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>	
<i>Total number of Gwich'in training hours proposed</i>	<i>20 hours</i>	<i>35 hours</i>	<i>60 hours</i>	
<i>Calculation of points</i>	<i>20/60 = 33% of total points available</i>	<i>35/60 = 58% of total points available</i>	<i>60/60 = 100 % of total points available</i>	
<b>1.5 STAGING COMMUNITY / ACCOMMODATIONS / MEALS</b>	Bidders will be evaluated based on their commitment to stage their work on the project out of at least one of the respective communities identified within the Gwich'in CLCA for their project delivery. Five points will be assigned where the contractor stages their project from one of these four communities and uses Gwich'in accommodations and meals services for the duration of the project.			<b>/5</b>
<b>TOTAL POINTS AVAILABLE</b>				<b>/100</b>

**PART B - BIDDER COMMITMENT**

1. At time of bid submission - The Commitment and Achievement tables may be used by bidders to submit their proposal.
2. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
3. For follow-up purposes, the communities and Gwich'in Tribal Council may receive copies of the contractors Indigenous Opportunity Considerations and periodically receive performance monitoring results.

**PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an IOC commitment is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IOC portion of their bid. The Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor prior to final payment.
2. The Contractor must indicate if any objectives were not met *and* identify why not.
3. Canada reserves the right to verify any information provided in the IOC.
4. The IOC Certification and IOC Achievement Reports must be submitted prior to final payment with details how the Contractor met its IOC commitment.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a deduction of up to 10%.
6. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Opportunity Considerations and periodically receive performance monitoring results.

Return Reports to:

Contracting Authority Name: Lorraine Jenkinson  
Email: [Lorraine.Jenkinson@pwgsc-tpsgc.gc.ca](mailto:Lorraine.Jenkinson@pwgsc-tpsgc.gc.ca)

Technical Authority: \_\_\_\_\_ (To be named in the Contract.)  
Email: \_\_\_\_\_

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**Contractor Certification**

**GWICH'IN INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.**

**COMMITMENT AND ACHIEVEMENT TABLES – TO BE USED AT TIME OF BID AND END OF CONTRACT**

At time of bid submission, the following tables may be used by bidders as part of their bid.

At the end of the contract, the Contractor may also use the following tables to outline their achievements.

**TABLE 1 – Offices in CLCA**

<b>Provide Current Business address</b>			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA			
Home office:			
	Address	City, Province / Territory	Postal Code
Administrative office(s):			
	Address	City, Province / Territory	Postal Code
Staffed facility(ies):			
	Address	City, Province / Territory	Postal Code

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**TABLE 2 – Gwich'in Indigenous Labour**

Total No. of Gwich'in Employee Hours for This Contract \_\_\_\_\_ = \_\_\_\_\_ %  
Total Employee Hours (Gwich'in and non-Gwich'in) for This Contract

<b>Name &amp; Position Title (Provide name(s) where possible)</b>  Include the # of hours, categories, overall percentage of Gwich'in labour, non-Gwich'in labour hours and the total project hours. NOTE: It is not necessary to identify non-Gwich'in employees by name and position.	<b>Gwich'in Employee Hours</b>	<b>non-Gwich'in Employee Hours</b>
Total Gwich'in and non-Gwich'in Employee Hours:		

**TABLE 3 – Gwich'in Subcontracting/Suppliers**

Total Cost for Gwich'in Subcontracting/Suppliers for This Contract \_\_\_\_\_ = \_\_\_\_\_ %  
Total Value of the Bid Final Contract Value (including amendments TBD)

NOTE: only subcontractors and suppliers that can be confirmed as Gwich'in businesses with a staffed office or facility within the CLCA will be included in the calculations. Verification of Gwich'in businesses will be made in accordance with 3.4 Subcontractors/Suppliers.

<b>Company Name</b>	<b>Description of Work</b>	<b>Value of Subcontract or Supplies / Services</b>	<b>Gwich'in Company</b>	<b>Non-Gwich'in Company</b>
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**TABLE 4 – Gwich'in Training**

Position / Title (Provide name(s) where possible)	Certification / Type of Training	Number of Gwich'in people trained	Gwich'in Training Hours
Include type of training and hours of training.			

**TABLE 5 – Gwich'in Community – Accommodations and Meals**

Points are only awarded for communities where both meals and accommodations are provided by Gwich'in beneficiaries or businesses.

Gwich'in Community Name	Gwich'in Accommodations Provider	Gwich'in Meals Provider
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**GWICH'IN OPPORTUNITY CONSIDERATIONS DEDUCTION CONDITIONS**

- Under the provisions of the proposed contract, where the contractor meets the commitments specified and certified in his bid, the contractor will be paid the agreed contract price.
- If the contractor fails to maintain their office presence in the CLCA as outlined in their initial bid commitment, an amount of up to **1%** of the final contract value may be deducted for non-performance. (Table 1A)
- If the contractor does not meet the certified percentage of Gwich'in employee hours worked on the Contract and fails to fulfill their Gwich'in employment commitment, an amount of up to **3%** of the final contract value may be deducted for non-performance. (Table 1B)
- If the contractor does not meet the certified percentage of Gwich'in subcontractors/Suppliers, and fails to fulfill their Gwich'in subcontractors/suppliers commitment, an amount of up to **3%** of the final contract value may be deducted for non-performance. (Table 1C)
- If the contractor fails to fulfill their Gwich'in training commitment, an amount of up to **2%** of the final contract value may be deducted for non-performance. (Table 1D)
- If the contractor fails to fulfill their Staging community, accommodations and meals commitment, an amount of up to **1%** of the final contract value may be deducted for non-performance. (Table 1E)
- Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any deductions owing and unpaid under this section.

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8. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
9. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IOC commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the deduction calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IOC calculation at the time of change order or amendment negotiation.

<b>GWICH'IN EMPLOYMENT DEDUCTION ASSESSMENT</b>		
<b>FINAL STATISTICS</b>		
<b>1</b>	<b>CONTRACTOR:</b>	
<b>2</b>	<b>Final Contract Value (included applicable amendments) (no GST)</b>	<b>\$</b>
<b>3</b>	<b>Certified CLCA office presence commitment</b>	
	<b>Percentage of days during contract delivery in which office presence commitment was met</b>	<b>%</b>
	<b>Met (100%) - No applicable deduction. Shortfall - Assess the contractor for applicable deduction</b>	<b>Met / fell short</b>
<b>4</b>	<b>Certified Gwich'in employment commitment</b>	
	<b>Percentage of hours committed</b>	<b>%</b>
	<b>Percentage of hours achieved</b>	<b>%</b>
	<b>Met - No applicable deduction. Shortfall - Assess the contractor for applicable deduction</b>	<b>Met / fell short</b>
<b>5</b>	<b>Certified Gwich'in Sub-contracting/Supplier commitment</b>	
	<b>Percentage of bid value committed</b>	<b>%</b>
	<b>Percentage of contract value (including all applicable amendments) achieved</b>	<b>%</b>
	<b>Met - No applicable deduction. Shortfall - Assess the contractor for applicable deduction</b>	<b>Met / fell short</b>
<b>6.</b>	<b>Certified Gwich'in training commitment</b>	
	<b>Hours proposed</b>	<b>hrs</b>
	<b>Hours achieved</b>	<b>hrs</b>
	<b>Met - No applicable deduction. Shortfall - Assess the contractor for applicable deduction</b>	<b>Met / fell short</b>
<b>7.</b>	<b>Certified Gwich'in staging community/accommodations/meals commitment</b>	

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	<b>Days based out of Gwich'in Community with Gwich'in service providers supplying accommodations and meals proposed</b>	<b>days</b>
	<b>Total days achieved</b>	<b>days</b>
	<b>Met</b> - No applicable deduction. <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / fell short</b>
8.	<b>COMMENTS:</b> (include notes regarding any Amendments or Change Orders not included in the 'final contract value' and why, and any other deviations from the IOC final assessment.)	
9.	<b>SIGNATURE OF EVALUATION PANEL:</b> <b>Project Authority:</b> _____ <b>Contracting Authority (PWGSC):</b> _____	

<b>TABLE 1A - ASSESSMENT OF GWICH'IN OFFICE PRESENCE DEDUCTION</b>			
<b>ITEM</b>	<b>REQUIREMENT</b>	<b>WEIGHT</b>	<b>SCORE</b>
1	<p><b>Calculate the percentage of commitment achieved for CLCA office presence based on the following formula, where:</b></p> <p>Days office maintained in CLCA as outlined in commitment: (a) Total days from start of contract to final deliverables: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 100</p>	100	
2	<b>TOTAL ASSESSED SCORE (1)</b>	100	
3	<b>TOTAL CALCULATED DEDUCTION</b> (100 - total assessed score)% x (final contract value) x 1%	\$	
4	<b>COMMENTS/JUSTIFICATIONS:</b>		
5	<b>SIGNATURE OF EVALUATION PANEL:</b> <b>Project Authority:</b> _____ <b>Contracting Officer (PWGSC):</b> _____		

TABLE 1B - ASSESSMENT OF GWICH'IN LABOUR DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Gwich'in content based on the following formula, where:</b></p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Gwich'in employment commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b> (100 - total assessed score)% x (final contract value) x 3%	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<b>SIGNATURE OF EVALUATION PANEL:</b>  Project Authority: _____ Contracting Officer (PWGSC): _____										

<b>TABLE 1C - ASSESSMENT OF GWICH'IN SUB-CONTRACTING/SUPPLIER DEDUCTION</b>											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Gwich'in content based on the following formula, where:</b></p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>	<b>60</b>									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Gwich'in sub-contracting / supplier commitment.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">0 points</th> <th style="text-align: center;">2 points</th> <th style="text-align: center;">6 points</th> <th style="text-align: center;">10 points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">No information submitted to demonstrate efforts to meet the IOC commitment</td> <td style="text-align: center;">Demonstrated little to no effort to meet the IOC commitment</td> <td style="text-align: center;">Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td style="text-align: center;">Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	<b>40</b>	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	<b>100</b>									
4	<p><b>TOTAL CALCULATED DEDUCTION</b></p> <p>(100 - total assessed score)% x (Final contract value) x 3%</p>	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL</b></p> <p><b>Project Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>										

<b>TABLE 1D - ASSESSMENT OF GWICH'IN TRAINING DEDUCTION</b>											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Gwich'in training based on the following formula, where:</b></p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: <math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	<b>60</b>									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Gwich'in training commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls	<b>40</b>	
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3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	<b>100</b>									
4	<b>TOTAL CALCULATED DEDUCTION</b> $(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 2\%$	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Project Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>										

<b>TABLE 1E - ASSESSMENT OF GWICH'IN STAGING COMMUNITY/ACCOMMODATIONS/MEALS DEDUCTION</b>											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Gwich'in staging community involvement based on the following formula, where:</b></p> <p>Days where meals and accommodations provided by Gwich'in Beneficiary in a Gwich'in Community: (a) Total Days on site: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>	<b>60</b>									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Gwich'in Staging Community/Accommodations/Meals commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls	<b>40</b>	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	<b>100</b>									
4	<b>TOTAL CALCULATED DEDUCTION</b> (100 - total assessed score)% x (final contract value) x 1%	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Project Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>										

## **ANNEX "F" - SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

### **F1. Conditional Set-aside for Aboriginal Business**

- 1.1 This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the certification is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.
- 1.2 The Bidder:
- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 1.3 The Bidder must check the applicable box below:
- i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
- OR
- ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 1.4 The Bidder must check the applicable box below:
- i.  The Aboriginal business has fewer than six full-time employees.
- OR
- ii.  The Aboriginal business has six or more full-time employees.
- 1.5 The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 1.6 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Solicitation No. - N° de l'invitation  
23139-210841/A  
Client Ref. No. - N° de réf. du client  
23139-210841

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-0-43237

Buyer ID - Id de l'acheteur  
EDM607  
CCC No./N° CCC - FMS No./N° VME

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**2. Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

- a) I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of  
\_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
- b) I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation  
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## ANNEX "G" - ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

The Bidder accepts to be paid by 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)