### **Return Bids to:**

Natural Resources Canada

Bid Receiving
See herein for bid submission instructions

# Request for Proposal (RFP)

Proposal To: Natural Resources Canada We hereby offer to sell to His Majesty the King 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.

### **Comments**

# **Issuing Office**

Natural Resources Canada Finance and Procurement Management Branch 580 Booth Street Ottawa, ON K1A 0E4

Title				
Surveying of Canada Lands in Ontari	0			
Solicitation No.	Date			
NRCan-500082809	July 23, 2024			
Requisition Reference No. 183356				
Solicitation Closes at – 2 p.m Eastern Daylight Savir on – August 21, 2024	ngs Time (EDT)			
Address Enquiries to:				
Anik.samson@NRCan-RN0	Can.gc.ca			
Telephone No.				
613-408-3462				
Destination – of Goods and Servic	es:			
655 Bay Street Toronto, ON M5G 2K4				
Security				
THERE ARE NO SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.				
Vendor/Firm Name and Address				
Telephone No.: Email :				
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)				
Signature	Date			



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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

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

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation:
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment

The Appendixes include the evaluation criteria and Financial Bid Presentation Sheet

### 1.2 Summary

- 1.2.1 By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for survey services and produce a Plan of Survey of Water Management Area for five projects in the province of Ontario
- 1.2.2 This bid solicitation allows bidders to use the CPC 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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.

#### **PART 2 - BIDDER INSTRUCTIONS**

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In the complete text content (except Section 1 and 3)

Delete: Public Works and Government Services Canada" and "PWGSC"

Insert: "Natural Resources Canada." and "NRCan"

At 02 Procurement Business Number:

**Delete:** "Suppliers are required to" **Insert:** "It is suggested that suppliers"

- At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service,

article 1:

Delete: in its entirety

- At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:

**Delete**: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: <a href="mailto:tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca">tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca</a>. or, if applicable, the email address identified in the bid solicitation.

**Insert:** The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: <a href="mailto:procurement-approvisionnement@NRCan-RNCan.gc.ca">procurement-approvisionnement@NRCan-RNCan.gc.ca</a>

 At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:

**Delete**: "six business days"

Insert: "five business days"

At 20, Further information, article 2b:

Delete: in its entirety

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

Delete: 60 days Insert: 180 days

#### 2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-approvisionnement@NRCan-RNCan.gc.ca

**Note 1:** Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions 2003 (article 08, paragraph 2), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

**Note 2:** Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:

NRCan-5000082809 - Surveying of Canada Lands in Ontario

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

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

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

#### 2.3 Former Public Servant

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

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u>
<u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes  $\Box$  No  $\Box$ 

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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

### **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:
- 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 eight (8) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except

where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

### 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 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) calendar 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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 must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

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

Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

#### 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 a thorough, concise and clear manner for carrying out the work.

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

#### Section II: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Appendix 2.

#### 3.1.2 Exchange Rate Fluctuation

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

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

### Section IV: Additional Information

In Section III of their bid, the Bidders should include:

- a) 1st page of the RFP signed, with their legal name;
- b) The name of the contact person (provide also this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any questions that may results from their bid.

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

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

#### 4.2 Basis of Selection

### 4.2.1 Mandatory Technical Criteria

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

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

### 5.1.2.2 Indigenous Designation

Who is eligible?

An Indigenous business can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Indigenous persons have at least 51% ownership and control.

An Indigenous business can also be a joint venture consisting of 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.

In instances where 1 or more Indigenous businesses, as defined under the rules of PSIB, are involved in a contract with 1 or more non-Indigenous businesses or individual contractors, 33% of the total monetary value of the work contracted for must be performed by Indigenous businesses.

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

Our Company is NOT an Indigenous Firm
Our Company is an Indigenous Firm, as identified above.

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

All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

- Suppliers that are corporate entities, including those bidding as joint ventures, must provide a
  complete list of the names of all current directors or, for a privately owned corporation, the names of
  the owners of the corporation;
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
  Suppliers that are a partnership do not need to provide a list of names.
- Supplier's Legal Name:

  OR

  Name of each member of the joint venture:

  Member 1:

  Member 2:

  Member 3:

  Member 4:

  Organizational Structure:

Corporate entity (shareholders) - provide the names of the current Board of directors

privately owned corporation - provide a list of the owner's names

☐ sole proprietor - provide a list of the owner's names

# LIST OF NAMES

LAST NAME	FIRST NAME	TITLE

Signature of Authorized Representative

	111 # 141.0aii 30000230	
5.2.4 Additional Certifications Precedent to Contra	act Award	
5.2.4.1 Status and Availability of Resources		
SACC Manual clause A3005T (2010-08-16) Status and	Availability of Resources	
5.2.4.2 Education and Experience		
SACC Manual clause <u>A3010T</u> (2010-08-16) Education a	and Experience	
5.2.4.3 Former Public servant		
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?	
See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?	
	Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
SIGNATURE for CERTIFICATION		
The Contractor certifies having read and understood the acknowledges receipt.	e information included in the present document and	
Name	Date	

### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

There are no security requirements associated with this procurement.

### **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

<u>2035</u> (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

### 7.3 Security Requirements

There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to inclusive (fill in end date of the period).

### 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anik Samson
Title: Procurement officer

Organization: Natural Resources Canada, Procurement Services Unit

Address: 580 Booth Street, Ottawa, Ontario K1A 0E4

Telephone: 613-408-3462

E-mail address: anik.samson@nrcan-rncan.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.

#### 7.5.2 Project or Technical Authority

The Project Authority for the Contract is:

Name: (to be filled out at contract award)

Title:

Organization: Address:

Telephone: E-mail address:

In its absence, the Project Authority is:

Name: (to be filled out at contract award)

Title:

Organization: Address: Telephone: E-mail address:

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

### 7.5.3 Contractor's Representative

Name: (to be filled out at contract award)

Title:

Organization: Address: Telephone: E-mail address:

#### 7.6 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2019-01 of the Treasury Board Secretariat of Canada.

#### 7.7 Payment

#### 7.7.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm, as specified in Annex A for a cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

#### 7.7.2 Method of Payment

### Milestone Payments - Subject to holdback

- 1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 75 percent of the amount claimed and approved by Canada if:
- a. an accurate and complete claim for 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 75 percent of the total amount to be paid under the Contract;
- c. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.

### 7.7.3 Time Verification

SACC Manual clause C0711C (2008-05-12), Time verification

### 7.8 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:
Invoicing-Facturation@nrcan-rncan.gc.ca
Note: Attach "PDF" file. No other formats will be accepted

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

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

### 7.9 Certifications and Additional Information

## 7.9.1 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.

### 7.10 Applicable Laws

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

### 7.11 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 2035 (2022-12-01) General conditions: Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_, (to be completed at contract award)

### 7.12 Foreign Nationals (Canadian Contractor)

7.13 Insurance - No Specific Requirement

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

### 7.14 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

#### SW.1.0 TITLE

Anishnaabeg of Naongashiing Flooding Claim Surveys

#### SW.2.0 BACKGROUND

This work is in connection with work being completed by Natural Resources Canada and Crown Indigenous and Northern Affairs Canada (CIRNAC) for use in the Anishnaabeg of Naongashiing flooding claim. The extents of various Water Management Areas are to be surveyed with the subject lands being in the vicinity of Lake of the Woods, Ontario, Canada.

#### SW.3.0 OBJECTIVES

Over the duration of this project, the contractor will provide cadastral survey services and produce a Plan of Survey of Water Management Area for each of the five (5) projects, along with all supporting or additionally required products / documentation, as specified in the Project Requirements.

#### **SW.4.0 PROJECT REQUIREMENTS**

### SW.4.1 Tasks, Deliverables, Milestones and Schedule

#### General Instructions (applicable to all five projects):

It is the surveyor's responsibility to have all of the information required to complete this project, including both the Indian Lands Registry and Canada Lands Surveys Records information, and to notify the Manager, Ontario Regional Office (Technical Authority), in advance regarding any departures from these instructions.

It is imperative that the surveyor consult and obtain permission of the First Nation before entering the reserve to undertake this survey.

#### **Datums**

The horizontal reference system will be NAD83 CSRS. The vertical reference system will be CGVD2013. A note must be shown on the face of the plan detailing the conversion from CGVD2013 to both CGVD1928 and the Lake of the Woods datum.

#### Mapping Natural Boundaries

Any mapping must meet the specifications in Chapter 5, section 5.2 of the National Standards for the Survey of Canada Lands (NS). The surveyor will be required to ground truth and control any shoreline or contour extraction at intervals of approximately two kilometres (2 km). Where required the extracted shoreline should be adjusted to better fit the physical shoreline. The surveyor is also required to establish two (2) photo identifiable points in the vicinity of the shoreline. These points, which are to be tied in by GPS (or conventional means) will be incorporated into the control network for the project and will be permanently marked by monuments and the coordinates of these monuments (UTM Zone 15 - NAD83 CSRS) shown in tabular format on all plans.

#### **Benchmarks**

At least two (2) vertical Benchmarks are to be established along the shoreline of the Reserves. The benchmarks are to be easily accessible for confirming elevations and established where they will be protected from damage by erosion, ice, etc. Elevations must be recorded for each benchmark and nearby water levels. The benchmark must be properly and permanently referenced to at least two survey or reference monuments. The orthometric (sea level) elevation of this benchmark must be determined to an accuracy of 3 cm or better at 95% confidence with respect to the Canadian Geodetic Vertical Datum of 2013 (CGVD2013). The benchmarks will be shown on the plan. The water elevation should be recorded in the report.

### Survey Monuments

- The surveyor is required to restore or re-establish lost and obliterated monuments as well as ancillary monuments.
- 2) Monuments are to be planted at intervals not exceeding 300 metres on rectilinear boundaries and two kilometres (2 km.) on non-rectilinear boundaries (i.e. contour lines/parcel limits).
- 3) Monuments are to be planted at all intersections of non-rectilinear boundaries (i.e.contour lines/parcel limits) and rectilinear boundaries.

All monuments used on this survey must meet the requirements of C.1, s.1.2 of the NS. Equivalent provincial survey monuments are allowed but must be of ferrous material. NRCan will supply customized rock posts, if requested.

### Survey Report and Field Notes

In addition to the requirements of C. 4 of the NS, be sure to address (if applicable) the requirements and procedures done under C. 5 of the NS.

#### **Provisional Deliverables**

Provisional deliverables to the Ontario Regional Office will consist of:

- one digitally signed pdf (pdf/A-1B) for each plan and, where applicable, each sketch (regardless of the number of sheets) or field notes in plan form – certified correct per section 37 of the Canada Lands Surveyors Regulations;
- one digital spatial file for each plan or field notes in plan form and, where applicable, each sketch refer to the NS Appendix E;
- a pdf of the Survey Report and/or Field notes in book form certified correct per s.37.
- one copy of all pertinent documents (non-CLSR plans, Land Registry Office PINs or abstracts, copies
  of any agreements, deeds, for both subject and adjacent lands);

The Surveyor General Branch will forward all Provisional Deliverables to the relevant First Nation and the Ontario Surveyor General Office for review and comment.

#### Final Deliverables

Final deliverables, via MyCLSS, will consist of:

- one digitally signed pdf (pdf/A-1B) for each plan and, where applicable, each sketch (regardless of the number of sheets) or field notes in plan form – certified correct per section 37 of the Canada Lands Surveyors Regulations;
- one digital spatial file for each plan or field notes in plan form and, where applicable, each sketch refer to the NS Appendix E;
- a pdf of the Survey Report and/or Field notes in book form certified correct per s.37.

#### Authorization

These Instructions are only issued to a currently licensed Canada Lands Surveyor and expire one year from the date of contract issue.

#### **Project-Specific Instructions:**

Specific information on tasks to be performed by the contractor are included below for projects 202314027 (Area 1), 202314029 (Area 2), 202314033 (Area 3), 202414015 (Area 4), and 202414016 (Area 5).

#### Area 1

Project: 202314027

Location: Lake of the Woods Indian Reserve No. 31B



The Water Management Area (WMA) limits will be defined accordingly:

- a) The upper limit of the WMA will be the CGVD2013 contour line equivalent of 324.60 metres CGVD1928:
- b) The lower limit of the WMA will be the CGVD2013 contour line equivalent located underwater as determined by the best available evidence of the natural low water elevation, to be expressed as 321.13 metres CGVD1928;
- c) Portions of the southern rectilinear boundaries of the Reserve are to be prolongated to intersect with the pre-determined lower limit of the WMA.
- d) The CGVD2013 contour line equivalent of 323.67 metres CGVD1928 (upper limit of Lake of the Woods Convention and Protocol 1925) will be shown on the plan.
- e) Add a note on the face of the plan that reads: "This plan deals with the extent of land at Lake of the Woods Indian Reserve No. 31B defined as water management area within the flooding claim settlement agreement. This plan is not to be used to define or determine the exterior boundaries of the reserve".

Additional product: a Sketch Showing Contours, to be recorded as an RSO, showing the polygon(s) defined as:

- f) The CGVD2013 contour line equivalent of 321.13 metres CGVD1928;
- g) The CGVD2013 contour line equivalent of 320.72 metres CGVD1928; and
- h) The lines joining the above two contours being the prolongation of the rectilinear boundaries of "The Reserve".
- i) an area is required for this/these polygon(s).

Other Physical Features: All current water's edge (shoreline) contained within or near the parcel(s) are to be shown as blue dashed lines, including islands.

Patented lands within the proposed Water Management Area: It is possible that a patent may have been issued for land within the proposed WMA. If such an instance is discovered, it will be necessary to send a sketch and other information to the Regional Surveyor and to the First Nation as soon as it is discovered so that appropriate Instructions can be provided.

Encroachments: Any encroachment or third-party interest, affecting the lands to be surveyed, is to be reported immediately to the Technical Authority and to the First Nation. Any reports are to be supported with sketches and photographs. The surveyor will then be instructed on the treatment of this matter in the survey.

#### Area 2

Project: 202314029

Location: Big Island Indian Reserve No. 31D and Big Island Indian Reserve No. 31E



The Water Management Area (WMA) limits will be defined accordingly:

- a) The upper limit of the WMA will be the CGVD2013 contour line equivalent of 324.60 metres GVD1928;
- b) The lower limit of the WMA will be the CGVD2013 contour line equivalent located underwater as determined by the best available evidence of the natural low water elevation, to be expressed as 321.13 metres CGVD1928;
- c) Portions of the rectilinear boundaries of the Reserves are to be prolongated to intersect with the predetermined lower limit of the WMA.
- d) The CGVD2013 contour line equivalent of 323.67 metres CGVD1928 (upper limit of Lake of the Woods Convention and Protocol 1925) will be shown on the plan.
- e) Add a note on the face of the plan that reads: "This plan deals with the extent of land at Big Island Indian Reserve No. 31D and Big Island Indian Reserve No. 31E defined as water management area within the flooding claim settlement agreement. This plan is not to be used to define or determine the exterior boundaries of the reserves".

Additional product: a Sketch Showing Contours, to be recorded as an RSO, showing the polygon(s) defined as:

- f) The CGVD2013 contour line equivalent 321.13 metres CGVD1928;
- g) The CGVD2013 contour line equivalent 320.72 metres CGVD1928; and
- h) The lines joining the above two contours being the prolongation of the rectilinear boundaries of the Reserves.
- i) an area is required for this/these polygon(s).

Other Physical Features: All current water's edge (shoreline) contained within the parcel(s) are to be shown as blue dashed lines, including nearby islands.

Patented lands within the proposed Water Management Area: It is possible that a patent may have been issued for land within the proposed WMA. If such an instance is discovered, it will be necessary to send a sketch and other information to the Regional Surveyor and to the First Nation as soon as it is discovered so that appropriate Instructions can be provided.

Encroachments: Any encroachment or third-party interest, affecting the lands to be surveyed, is to be reported immediately to the Technical Authority and to the First Nation. Any reports are to be supported with sketches and photographs. The surveyor will then be instructed on the treatment of this matter in the survey.

Area 3

Project: 202314033

Location: Lake of the Woods Indian Reserve No. 31H



The Water Management Area (WMA) limits will be defined accordingly:

- a) The upper limit of the WMA will be the CGVD2013 contour line equivalent of 324.60 metres CGVD1928;
- b) The lower limit of the WMA will be the CGVD2013 contour line equivalent located underwater as determined by the best available evidence of the natural low water elevation, to be expressed as 321.13 metres CGVD1928. Do not compile from plan 104087 CLSR;
- c) Portions of the rectilinear boundaries of the Reserve are to be prolongated to intersect with the predetermined lower limit of the WMA.
- d) The CGVD2013 contour line equivalent of 323.67 metres CGVD1928 (upper limit of Lake of the Woods Convention and Protocol 1925) will be shown on the plan.
- e) Add a note on the face of the plan that reads: "This plan deals with the extent of land at Lake of the Woods Indian Reserve No. 31H defined as water management area within the flooding claim settlement agreement. This plan is not to be used to define or determine the exterior boundaries of the reserve".

Additional product: a Sketch Showing Contours, to be recorded as an RSO, showing the polygon(s) defined as:

- f) The CGVD2013 contour line equivalent of 321.13 metres CGVD1928;
- g) The CGVD2013 contour line equivalent of 320.72 metres CGVD1928; and
- h) The lines joining the above two contours being the prolongation of the rectilinear boundaries of the Reserve.
- i) an area is required for this/these polygon(s).

Other Physical Features: All current water's edge (shoreline) contained within the parcel(s) are to be shown as blue dashed lines, including nearby islands.

Patented lands within the proposed Water Management Area: It is possible that a patent may have been issued for land within the proposed WMA. If such an instance is discovered, it will be necessary to send a sketch and other information to the Regional Surveyor and to the First Nation as soon as it is discovered so that appropriate Instructions can be provided.

Encroachments: Any encroachment or third party interest, affecting the lands to be surveyed, is to be reported immediately to the Technical Authority, Ontario Regional Office and to the First Nation. Any reports are to be supported with sketches and photographs. The surveyor will then be instructed on the treatment of this matter in the survey.

Area 4

Project: 202414016

Location: Big Island Mainland Indian Reserve No. 93



The Water Management Area (WMA) limits will be defined accordingly:

- a) The upper limit of the WMA will be the CGVD2013 contour line equivalent of 324.60 metres CGVD1928 within the rectilinear boundaries of the Reserve;
- b) The lower limit of the WMA will be the waterside extent of the Reserve as determined by re-survey. Note that it appears fill may have been added to the shoreline since the creation of the Reserve.
- c) The CGVD2013 contour line equivalent of 323.67 metres CGVD1928 (upper limit of Lake of the Woods Convention and Protocol 1925) will be shown on the plan.

Area 5

Project: 202414015

Location: Saug-A-Gaw-Sing Indian Reserve No. 1



The Water Management Area (WMA) limits will be defined accordingly:

- a) The upper limits (north and south) of the WMA will be the CGVD2013 contour line equivalent of 324.60 metres CGVD1928;
- b) The remaining limits of the WMA will be the rectilinear boundaries of the Reserve;
- c) The CGVD2013 contour line equivalent of 323.67 metres CGVD1928 (upper limit of Lake of the Woods Convention and Protocol 1925) will be shown on the plan (if applicable).

### **Summary of Deliverables:**

Provisional Deliverables						
	Plan of	Plan DSF	Sketch	Sketch	Report and	Pertinent
	Survey	Plati DSF	Sketch	DSF	Field Notes	Documents
202314027	Х	X			Х	Х
202314029	Х	X			Х	Х
202314033	Х	X			Х	Х
202414015	Х	X	Χ	Χ	Х	Х
202414016	Х	Х	Х	Х	Х	Х

	Final Deliverables						
Plan of Survey Plan DSF Sketch Sketch DSF Repo							
202314027	X	Χ			X		
202314029	X	Χ			X		
202314033	X	Χ			X		
202414015	X	Х	X	Х	X		
202414016	Х	Χ	X	Χ	Х		

#### Milestones:

Milestone	Description / Deliverable
1	Provisional Deliverables
2	Final Deliverables

### **SW.4.2 Reporting Requirements**

The surveyor shall make every reasonable effort to resolve anomalies and issues that arise during the course of the survey at the local level. If matters arise which cannot be resolved locally, the surveyor must immediately report the situation to the Technical Authority. All pertinent documentation and photographs are to be provided with any such report.

#### SW.4.3 Method and Source of Acceptance

Provisional deliverables are to be submitted to the Ontario Regional Office.

Once the deliverables are accepted by NRCan, the plans and report will be distributed to others for approval. NRCan will coordinate and consolidate comments from the various parties and then send the surveyor one set of the review results (corrections and/or comments). The surveyor is to notify NRCan if comments are received from other agencies directly. Any comments so received are not to be acted upon until confirmed with NRCan.

Once the amendments (if any) are accepted by NRCan, the surveyor will submit final deliverables.

All deliverables and services rendered under any contract are subject to inspection by the Technical Authority. The Technical Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

#### SW.4.4 Specifications and Standards

The survey and preparation of plans are to be in accordance with this document, applicable statutes and regulations of the Province of Ontario, the standards of the Association of Ontario Land Surveyors, Ontario's Ministry of Northern Development, Mines, Natural Resources & Forestry's Instructions Governing Ontario Crown Land Surveys and Plans dated August 2020, the National Standards for the Survey of Canada Lands (NS) and the ACLS Practice Manual. Where there are conflicts among the various standards, the standard with the most rigorous requirement shall prevail.

#### SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

### SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall participate in meetings with NRCan, as needed.

#### SW.5.2 NRCan's Obligations

#### NRCan will provide:

- Access to the Technical Authority, Ontario Regional Office, who will be available to support in the case
  of issues or anomalies that cannot be resolved at the local level.
- Provision of consolidated corrections and/or comments from various parties upon submission of provisional deliverables.

Natural Resources Canada is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at: <a href="https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html">https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html</a>.

### SW.5.3 Language of Work

Work must be conducted using the English language (English - essential).

#### **SW.5.4 Insurance Requirements**

It is the sole responsibility of the Contractor to decide whether any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.

### **SW.6.1 Applicable Documents**

For an appropriate example:

- a) Plan of Survey of Water Management Area, see Plan 110846 CLSR ON.
- b) Survey Report containing field notes in book form, see Field Book FB43767 CLRS ON.
- c) Sketch, see Plan 7204 RSO ON.

### SW.6.2 Relevant Terms, Acronyms and Glossaries

NS: National Standards for the Surveys of Canada Lands (1.2)

**ANNEX B - BASIS OF PAYMENT** 

(Will be completed at contract award)

# **APPENDIX 1- EVALUATION CRITERIA**

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

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

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

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

### 1. Technical Criteria

### 1.1 Mandatory Evaluation Criteria

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Bidder must propose a Supervising Surveyor and a Signing Surveyor. Theses roles may be occupied by one or two resources. Each proposed resource must hold a membership license in both the Association of Canada Lands Surveyors and the Association of Ontario Land Surveyors (Cadastral).		
	The Bidder must provide copies of both membership licenses for each proposed resource.		
M2	The Bidder's proposed resources must each have a minimum of five (5) years of experience in cadastral surveying.		
	The Bidder must provide a CVs to demonstrate the required experience.		
М3	The Bidder must hold a valid permit pursuant to the Canada Lands Surveyor Regulations (SOR /99-142).		
	The Bidder must provide a copy of the permit.		
M4	The Bidder must hold a valid Certificate of Authorization (CofA) pursuant to the Surveyors Act R.S.O., Chapter S29.		
	The Bidder must provide a copy of the CoA.		
М5	The Bidder must provide a copy of their company safety policy.		

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<b>M</b> 6	The Bidder must provide a valid Certificate of Clearance from WSIB.		
M7	The Bidder must have completed at least two (2) similar projects on Canada Lands or proposed Canada Lands.  To demonstrate this experience the Bidder must provide for each project the following information: 1. project number 2. Summary demonstrating experience doing bathymetric surveying and extracting contours from such sources as aerial imagery, LiDAR, or Remotely Piloted Aircraft System (RPAS).		
M8	The Bidder must submit the name of the key replacement personnel for the Supervising Surveyor.		

### **APPENDIX 2 - FINANCIAL BID PRESENTATION SHEET**

Canada

Ressources naturelles

# Firm Price

Bidder tendered all-inclusive firm price to perform the work is Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Description	Firm Price (Applicable Taxes Excluded)
Surveying services as identified in the Statement of Work at Annex A.	\$