

Request for Proposal (RFP): 4547:928-7V1-0-S1-5

FOR THE PROVISION OF

Val Marie and West Val Marie Dams
Service Contract No. 5
Geotechnical Reviews

**FOR
Agriculture and Agri-Food Canada (AAFC)**

Contracting Authority:

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

Corporate Management Branch of Agriculture and Agri-Food Canada (AAFC) is the owner/operator of infrastructure and land associated with twenty nine (29) water storage projects in southern Saskatchewan. These works were among the many built between 1935 and 1960 as part of PFRA's legislated mandate to help stabilize and contribute to the economic security of the drought prone regions of western Canada.

The Val Marie and West Val Marie Dams are located on the Frenchman River near the Town of Val Marie in southwest Saskatchewan. The reservoirs are used primarily for irrigation with some water utilized for Canada's apportionment share in accordance with the International Boundary Water's Act 1909. The Frenchman River originates on the south and eastern slopes of the Cypress Hills in southwest Saskatchewan and flows easterly past Eastend and southward after Val Marie before entering the United States, joining the Milk River and eventually the Missouri River.

AAFC manages these dams in accordance with the principles and practices of the Canadian Dam Association (CDA) Dam Safety Guidelines (2007). According to these guidelines, both the Val Marie and West Val Marie Dams are classified as High Consequence and require monitoring efforts meeting industry standards to ensure continued safety of the public and water storage operations. 2010 Dam Safety Reviews also identified the need to modernize the instrumentation and monitoring programs to meet these standards.

For both the Val Marie and West Val Marie Dams, AAFC requires a full geotechnical review. The review shall include drilling to obtain samples for testing in order to complete thorough stability analysis at both sites. The review shall also include an assessment of the geotechnical instrumentation requirements with recommendations for the instrumentation and monitoring programs that can be implemented as part of the drilling program at both sites.

2.0 SECURITY REQUIREMENTS

"This section is intentionally left blank"

3.0 INTERPRETATION

- In the Request for proposal "RFP",
- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
 - 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
 - 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any

changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

- 3.4 “Contractor”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8 “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder should provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

3.0 INCURRING COST

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **(ten) (10)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.

4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

5.1 Canada reserves the right to:

1. Accept any Proposal in whole or in part, without prior negotiation;
2. Reject any or all Proposals received in response to this RFP;
3. Cancel and/or re-issue this RFP at any time;
4. Ask the Bidder to substantiate any claim made in the Proposal;
5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
6. Award one or more Contracts;
7. Retain all Proposals submitted in response to this RFP.

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:

1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover

its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

7.0 MANDATORY CLAUSES

7.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

8.0 DEBRIEFING

8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Saskatchewan.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFP no later than Tuesday October 27, 2015 at 2:00 pm CST. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.5 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Any planned **in-person delivery of proposal must be between 8:00 a.m. and 2:00 p.m. Monday through Friday** except on Government holidays and weekends. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

3.1 The proposal **should** be structured in **THREE SEPARATELY BOUND parts** as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 original hard copy and 1 electronic copy on CD or USB
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

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

3.2 The Bidder may **submit a proposal in either official language**.

3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the RFP Number.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"**.

4.2 Security Requirements

"This section is intentionally left blank"

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide a firm all inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.

The requirements of the Financial Proposal are detailed in Appendix D, Evaluations Procedures and Criteria.

Prices shall not appear in any area of the proposal except in the Financial Proposal.

6.0 CERTIFICATION REQUIREMENTS

In order to be awarded a contract, the certifications attached in **Appendix "E"** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting

Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a contract. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of **Work (Appendix B)**.
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS.

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

2.0 REQUIREMENT

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENT

There is no security associated with the work.

4.0 CONTRACT PERIOD

4.1 The Contract shall be from the date of contract award to March 31, 2016.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Colby Collinge
A/Materiel Manager
Agriculture and Agri-Food Canada
Western Service Centre
300 – 2010 12th Avenue
Regina, Sask. S4P 0M3
Telephone/Téléphone: 306-523-6546
E-mail address: colby.collinge@agr.gc.ca

5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

The contact information for the Project Authority will be provided at time of contract award.

6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

The contact information for the Contractor Representative will be provided at time of contract award.

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E

6. Request for Proposal number 4547:928-7V1-0-S1-5;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

- 9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the

deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #4547:928-714-0-S1-13.

- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

"This section is intentionally left blank"

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

- 12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

13.0 BASIS OF PAYMENT

- 13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

13.2 **Firm Lot Price:**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert amount at contract award). Customs duties are included and the 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.

14.0 METHOD OF PAYMENT

- 14.1 Payment will be made **in full upon completion of the work described herein**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

Milestone No.	Description or "Deliverable"	Completion Date	Firm Amount (to be inserted at contract award)
1.	Completion of Data Collection and Field Programs	Early December 2015	
2.	Completion of Stability Analysis' and Monitoring Recommendations	End February 2016	
3.	Final Report(s)	March 31, 2016	

15.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- Contract #
 - Contract Title
 - Milestone Number and dates
 - Invoice Amount + applicable taxes
 - GST #
- 16.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

17.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

18.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at contract award)*

18.1 (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

18.2 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

19.0 INSURANCE REQUIREMENTS

19.1 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.

20.0 TASK AUTHORIZATIONS

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APPENDIX "A" (MOST RECENT VERSION OF FORM 6142 TO BE INSERTED BY THE CONTRACTING OFFICER)

APPENDIX “B” STATEMENT OF WORK

A - PROJECT DESCRIPTION AND ENGINEERING SERVICES REQUIRED

1. INTRODUCTION

Corporate Management Branch of Agriculture and Agri-Food Canada (AAFC) is the owner/operator of infrastructure and land associated with twenty nine (29) water storage projects in southern Saskatchewan. These works were among the many built between 1935 and 1960 as part of PFRA's legislated mandate to help stabilize and contribute to the economic security of the drought prone regions of western Canada.

The Val Marie and West Val Marie Dams are located on the Frenchman River near the Town of Val Marie in southwest Saskatchewan. The reservoirs are used primarily for irrigation with some water utilized for Canada's apportionment share in accordance with the International Boundary Water's Act 1909. The Frenchman River originates on the south and eastern slopes of the Cypress Hills in southwest Saskatchewan and flows easterly past Eastend and southward after Val Marie before entering the United States, joining the Milk River and eventually the Missouri River.

AAFC manages these dams in accordance with the principles and practices of the Canadian Dam Association (CDA) Dam Safety Guidelines (2007). According to these guidelines, both the Val Marie and West Val Marie Dams are classified as High Consequence and require monitoring efforts meeting industry standards to ensure continued safety of the public and water storage operations. 2010 Dam Safety Reviews also identified the need to modernize the instrumentation and monitoring programs to meet these standards.

For both the Val Marie and West Val Marie Dams, AAFC requires a full geotechnical review. The review shall include drilling to obtain samples for testing in order to complete thorough stability analysis at both sites. The review shall also include an assessment of the geotechnical instrumentation requirements with recommendations for the instrumentation and monitoring programs that can be implemented as part of the drilling program at both sites.

2. BACKGROUND ON WEST VAL MARIE DAM

West Val Marie Dam was constructed by PFRA in 1939 on the Frenchman River near Val Marie, Saskatchewan and is located in the SE 12-5-15 W3, SW 7-5-14 W3, NW 6-5-14W3 and NE 1-5-15W3. Components of the project include an earthfill embankment, a radial gated chute spillway, an emergency earth spillway and two gated low level outlet works.

The embankment is a 915m long homogeneous earth fill originally constructed in 1939. Additions to the embankment in both 1949 and 1959 raised the original crest resulting in the current maximum height of 6.4 m. The crest width is 5.0m with upstream slope of 2:1 but transitions to 3:1 with a horizontal filter on the toe. Below FSL the upstream slope is protected by a 300 mm layer of riprap overlying 230 mm of bedding gravel. Above FSL a combination of a 600 mm layer of riprap over 300 mm bedding gravel and rock filled gabion baskets provide slope protection. The downstream slope is 2:1 but transitions to 3:1 as well. The reservoir storage capacity at Full Supply Level is 4316 dam³.

The Frenchman River Valley is a post glacial meltwater channel that eroded through the glacial drift and incised over 100m into the clay shale of the underlying Bearpaw Formation. During this time, widespread slumping of the valley sides occurred but most large scale slumps are considered dormant due to stabilizing effects of valley in-filling. The present day Frenchman River is an under sized stream meandering through a flood plain largely deposited as slope wash from the valley slopes. The depth of the valley bottom deposits are not defined but may exceed 45m. The natural valley slopes at the site are 250:1 to 60:1 on the north side and 15:1 on the south side.

The embankment foundation consists of an unknown depth of overburden, consisting of clay, silty clay and sand, which overlies weathered, highly plastic clay shale. The south abutment is mantled by a thin slopewash deposit overlying bedrock clay shale while the north abutment consists of thick alluvial fan deposits.

The spillway foundation consists of up to 43m of interbedded medium to highly plastic clay and sand layers overlying soft, weathered, highly plastic clay shale. Beneath the centre chute slab, alternating layers of poorly graded silty and clayey sand approximately 2.4m thick overlie highly plastic clay. During construction, a number of small springs were encountered in the chute section, particularly in the area of the downstream cutoff.

At present, geotechnical instrumentation at West Val Marie Dam consists of 5 Casagrande (double) piezometers, 3 in the embankment and 2 downstream of the embankment. These were installed in 2005 by PFRA and remain operable. These instruments require manual data collection which is limited in frequency due to time, resources and relative isolation of the site. AAFC intends to have the geotechnical instrumentation and monitoring program meet industry standards for a dam with a "High" consequence classification.

Additional information is contained in the Supplemental Information.

BACKGROUND ON VAL MARIE DAM

Val Marie Dam was constructed by PFRA in 1936-1938 on the Frenchman River 10 km upstream of the Village of Val Marie, Saskatchewan in the NW 15-4-14-W3 and SE 22-4-14-W3. Components of the project include an earthfill embankment, a vertical slide gate operating spillway, an emergency earth spillway and two gated low level outlet works.

The embankment is a homogenous earthfill embankment with the top 0.6 to 1.2m consisting of relatively pervious sand and gravel and the remainder of the soil being sandy clay. The crest width is 5.0m and the maximum height is 10.2m. The upstream and downstream slopes are both 2.5:1 transitioning to 3:1. The reservoir storage capacity at Full Supply Level is 12270 dam³.

The Frenchman River Valley is a post glacial meltwater channel that eroded through the glacial drift and incised over 100m into the clay shale of the underlying Bearpaw Formation. During this time, widespread slumping of the valley sides occurred but most large scale slumps are considered dormant due to stabilizing effects of valley in-filling. The present day Frenchman River is an under sized stream meandering through a flood plain largely deposited as slope wash from the valley slopes. The depth of the valley bottom deposits are not defined but may exceed 45m. The natural valley slopes at the site are 250:1 to 60:1 on the north side and 15:1 on the south side.

The embankment foundation consists of up to 2m of silty sand overlying sandy clay in the spillway area and at least 1.8m of highly plastic clay north of the old river channel. An upstream filter blanket of low permeability and a key trench with sheet piling are thought to have been employed as seepage control measures in the embankment.

At present, geotechnical instrumentation at Val Marie Dam consists of 3 standpipe piezometers (2011) and 3 Casagrande piezometers (2 double, 1 single, 2005). All are operable and require manual data collection which is limited due to time, resources and relative isolation of the site. AAFC intends to have the geotechnical instrumentation and monitoring program meet industry standards for a dam with a "High" consequence classification.

Additional information is contained in the Supplemental Information.

3. SCOPE

The purpose of this agreement is to obtain the services of an engineering consultant to:

1. Collect all information necessary to complete a stability analysis on the two dams included in this study.
2. Complete a full stability analysis on the two dams included in this study in accordance with the Canadian Dam Association Dam Safety Guidelines (2007).
3. Recommend a long term instrumentation monitoring plan.

4. ENGINEERING SERVICES REQUIRED

4.1 INFORMATION COLLECTION

For both the Val Marie and West Val Marie Dams, the collection of information shall include but is not limited to: review of existing drill logs and available reports/records; drilling investigations where necessary to undertake in situ testing, geophysical logging and sampling; complete laboratory testing of collected samples to determine specific properties required for the stability modelling and threshold determinations (actual values rather than assumed parameters); and installation of instrumentation (with limited data collection) as necessary to determine pore pressures.

AAFC's expectation is, as a minimum, that three boreholes be drilled at each dam site with vibrating wire piezometers and data loggers permanently installed. All instrumentation installed shall be consistent with practices adopted by AAFC and, as such, be manufactured by Durham Geo Slope Indicator. Installations require adequate protection from livestock and wildlife with a steel fence type enclosure. AAFC is to be consulted regarding any proposed installations.

It is anticipated that a variety of drilling methods will be acceptable on this project. The consultant shall make their own determination on which rig type to use based on their own experience and drill availability.

4.2 STABILITY ANALYSIS

The completion of a full stability analysis for the Val Marie and West Val Marie Dams shall be in accordance with the Canadian Dam Association Dam Safety Guidelines (2007) and shall detail the determination of factors of safety with respect to embankment slope stability and the pore pressure threshold values. The analysis shall consider the static, seepage, drawdown, surcharge and seismic loading conditions at each site. The analysis shall include an assessment of the seepage controls and erosion resistance currently in place.

If the analysis determines that the embankment stability does not meet an appropriate standard of care in any way, the consultant shall provide feasibility level recommendations for further analysis or remedial measures.

4.3 MONITORING PLAN

Recommendations for implementing a long term monitoring plan should include items such as monitoring schedules, operation and maintenance procedures, data analysis methods/procedures and software/hardware upgrades for future consideration.

It is the consultant's responsibility to become familiar with the site and utilize appropriate equipment and installation methods for the site conditions. Supplemental information includes site layout plans and geotechnical records.

For both the Val Marie and West Val Marie Dams, the final report will detail the geotechnical review and include all documentation and information necessary to successfully operate the instrumentation such as drill logs detailing borehole data and VW piezometer placement, final site plan detailing locations, stability analysis and piezometer threshold limits, instrumentation manuals, VW calibration factors, software manual, and operation and maintenance procedures (including troubleshooting).

A separate report is required for each dam.

5. PERSONNEL

The Consultant shall have a qualified registered professional engineer responsible for the technical content, findings and recommendations of this study and report. The Consultant shall identify each member of their project team, as well as their respective roles and responsibilities and append resumes. The Consultant shall have similar recent experience and shall provide a list of recent projects of a similar nature. The Consultant shall meet the requirement for professional registration within Saskatchewan.

6. SCHEDULE FOR SERVICES

AAFC shall be kept informed of the progress of the review and the Consultant shall include the following milestones in their proposed schedule:

Milestone/Deliverable	Target Date
Award of Contract	Mid November 2015
Kickoff Meeting – Location flexible, dependent upon requirement of an onsite inspection	Late November 2015
Field Drilling Program Complete	Early December 2015
Final Report on completed project.	Mar 31, 2016

7. OWNER PARTICIPATION

AAFC will make available all current and past Geotechnical reports, past and current instrumentation installed, monitoring records of the instrumentation, drill logs, laboratory testing and drawings associated with the project.

AAFC agrees to supply the Consultant with access to any relevant data concerning history, design, construction, operation, maintenance, repairs and inspection involved with the project. AAFC shall be presented with a schedule and plan of all field work and drilling activities.

The Consultant shall present a schedule and plan to AAFC in the event of performing field inspections, drilling, and installations of instrumentation.

8. REPORTING PROCEDURES AND FORMAT

The Consultant will be required to provide regular and/or timely communication with the owner with respect to the progress of work and/or any issues that arise that may affect the contract schedule. Following the review of the data, the Consultant shall notify the owner and arrange a meeting to discuss any shortcomings or gaps that may affect the progress of the study.

The Consultant shall submit a draft final report to the owner at the 90% complete stage for review and comments. The Consultant shall provide one (1) bound copy in hard copy format along with one (1) in electronic Adobe Portable document file (PDF) format.

8. PERSONNEL

The Consultant shall have a qualified registered professional engineer responsible for the technical content, findings and recommendations of this study and report. The Consultant shall identify each member of their project team, as well as their respective roles and responsibilities and append resumes. The Consultant shall have similar recent experience and shall provide a list of recent projects of a similar nature. The Consultant shall meet the requirement for professional registration within Saskatchewan.

9. LANGUAGE OF WORK:

English

10. DURATION/PERIOD OF CONTRACT:

The contract period will endure until March 31, 2016.

11. BASIS OF PAYMENT

Firm Lot Price:

This is a basis of payment that applies when the total amount payable to the contractor for all or, as applicable, a portion of the contractual obligations, is the firm price agreed upon by the contracting authority and the contractor, with no price breakdown (i.e. without a price breakdown of its various cost elements to show the details). This is a lot price.

12. METHOD OF PAYMENT

Payment will be made **in full upon completion of the work described herein**, following the submission of all invoicing documentation as specified in Article 16.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

APPENDIX “C”

BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment and 15.0 of Part 3, Direct Deposit.**

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

APPENDIX D

EVALUATION PROCEDURES & CRITERIA

HIGHEST COMBINED SCORE WITH WEIGHTINGS

TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

The Bidders' Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Technical Proposal = 70%
Financial Proposal = 30%
Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Bidder's Price}} = \text{Overall Score}$$

Example:

<i>Highest Combined Rating Technical Merit (70%) and Price (30%)</i>			
<i>Calculation</i>	<i>Technical Points</i>	<i>Price Points</i>	<i>Total Points</i>
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 70}{100} = 61.6$	$\frac{*50 \times 30}{60} = 25.0$	= 86.6
Proposal 2 - Tech = 86/100 - Price - \$55,000	$\frac{86 \times 70}{100} = 60.2$	$\frac{*50 \times 30}{55} = 27.3$	= 87.5
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 70}{100} = 53.2$	$\frac{*50 \times 30}{50} = 30$	= 83.2
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 87.5			

1.5 To be considered Responsive, a Proposal Must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the minimum number of 50% points available identified in rated each rated criteria.

1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience should be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**

1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.

1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.

2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

3.0 POINT RATED REQUIREMENTS

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

Refer to Attachment #1 to Appendix D for the Point Rated Criteria and corresponding tables.

4.0 FINANCIAL PROPOSAL

4.1 In the Financial Proposal, the Bidder shall provide a firm, all inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.

Milestone No.	Description or "Deliverable"	Completion Date	Firm Amount (to be inserted at contract award)
1.	Completion of Data Collection and Field Programs	Early December 2015	
2.	Completion of Stability Analysis' and Monitoring Recommendations	End February 2015	
3.	Final Report (s)	March 31,2016	

5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the combined financial and technical score. The Bidder with the highest combined score will be awarded the contract.

APPENDIX E

CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders should include, with their proposal, a signed copy of this certification below.

A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

i) _____
ii) _____
iii) _____
iv) _____

Any resulting Contract may be executed under the following **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

i) _____
ii) _____
iii) _____

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

Name

Signature

Date

D) VALIDITY OF PROPOSAL

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPS 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 report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Name

Signature

Date

G) JOINT VENTURES

1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

- 1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
- 2. A Bidder that is a joint venture represents the following additional information:
 - (a) Type of joint venture (mark applicable choice):
 - _____ Incorporated joint venture
 - _____ Limited partnership joint venture
 - _____ Partnership joint venture

_____ Contractual joint venture
_____ Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada - Labour's website.

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.

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Name

Signature

Date

ATTACHMENT #1 TO APPENDIX D – POINT RATED CRITERIA

In order to be considered responsive, a proposal must score at least 50% of the total points assigned to technical content and be evenly distributed to receive further consideration under the Price and Final Contractor selection. Therefore, bidders are advised to address each area in sufficient detail to show clearly how effectively the work can be done.

RATINGS SCALE:

10 points:	<u>Excellent.</u>	Meets the desirable maximum that is considered useful.
9 points:	<u>Very Good.</u>	Very well defined, very thorough. Substantially exceeds the desired minimum.
8 points:	<u>Good.</u>	Slightly exceeds desirable minimum. Satisfactory details, sufficiently defined.
7 points:	<u>Acceptable.</u>	Meets desirable minimum. Adequate information, marginal/ minimal details.
6 points:	<u>Poor.</u>	Fails to meet desirable minimum. Vague, not clearly defined, insufficient detail, unclear.
1-5 points:	<u>Not Valid.</u>	Below the desired minimum. Missing information, incomplete, inconsistencies in proposal content.
0 points:	<u>No information.</u>	

POINT RATINGS - PROPOSAL CONTENT:

Submission	50 Points
Technical Abilities	50 Points
TOTAL	100 Points

- a) Submission
- Complete, thorough, and well organized submission which clearly identifies processes or steps used in achieving the deliverables set out in the Engineering Services Required;
 - The level of initiative and innovation demonstrated by the submission;
 - Ensuring that effective management skills will be employed and that a strong commitment to regular communications with AAFC is expressed;
 - Indication of an understanding of the scope and provide a realistic schedule that reflects the significance of each task.

MAXIMUM 50 POINTS

- b) Technical Abilities
- Demonstrate relevant experience conducting geotechnical instrumentation reviews and design and familiarity with dams of a similar nature with respect to size, age, operational criteria, hazard potential, earthen embankment type, etc.;
 - Demonstrate appropriate experience with geotechnical instrumentation reviews and design. Also containing references of recent projects of a similar nature;
 - Identification of personnel, including qualifications and relevant experience of the Project staff, with the number and adequacy of resources applied to the Project.

MAXIMUM 50 POINTS

APPENDIX F - SUPPLEMENTAL INFORMATION

Plan 208363 Vicinity Map and Site Plans for Val Marie and West Val Marie Dams

Val Marie Dam

Plan C116110 Vicinity Map and Site Plan

Plan 102726C Location, Profile and Typical Cross Section

Plan 37030 Topography – Cross Sections and Profile showing Location and Logs of Test Holes

Sketch Plan Piezometer Locations

Piezometer	Monitoring Purpose	Installed	Plan	Comments
C117	Foundation	2005	356904	Condition good
C119	Foundation	2005	356906	Condition good
C120	Foundation	2005	356907	Condition good
C121	Foundation	2011	no	Condition good Field log available
C122	Foundation	2011	no	Condition good Field log available
C123	Foundation	2011	no	Condition good Field log available

West Val Marie Dam

Plan C206861 Vicinity Map and Site Plan

Plan C5634 Topographic Plan

Plan 35780 Topography – Cross Sections and Profile showing Location and Logs of Test Holes

Plan 35782 Summary of Drill Logs and Soil Test Results Spillway Area

Plan 35783 Test Hole Location Plan and Profile of Proposed Excavation

Plan 35785 Test Hole Locations

Plan 103138A Foundation Profile and Embankment Cross Section

Plan 103210 Seepage Area South of Spillway 1988

Sketch Plan Piezometer Locations

Piezometer	Monitoring Purpose	Installed	Plan	Comments
C62	Foundation / Embankment	2005	356908	Condition good
C63	Foundation / Embankment	2005	356909	Condition good
C64	Foundation / Embankment	2005	356910	Condition good
C65	Foundation	2005	356911	Condition good
C66	Foundation	2005	356912	Condition good

APPENDIX G – Proposal Format

Submit the required number of copies of the proposal in bound form. The following proposal format is suggested:

1. Title Page

2. Letter of Transmittal

3. Table of Contents

4. Introduction (1 page maximum)

Briefly describe project background, purpose, and scope.

5. Technical (5 pages maximum)

Describe the specific technical services to be provided and processes involved with conducting a geotechnical instrumentation review and design for an embankment dam. Also the Consultant should illustrate familiarity with monitoring of similar dams as well as a depth of knowledge regarding the technical analysis of the monitoring data. Include mechanism and assurance of collaboration and cooperation with AAFC-AAC staff.

6. Management and Experience (5 pages maximum; plus resumes)

Describe the project team and organization and provide resume of qualifications, education and experience of team members, including backup capabilities and use of sub-contractors and/or additional collaborators. Identify (name and owner) and describe any projects of a similar nature, that assigned staff has worked on.

7. Schedule

On a bar chart, indicate the amount of time required for various phases of the work with start dates and estimated completion dates for each phase.