

Request for Proposal (RFP): 4547:928-714-S1-0-16

FOR THE PROVISION OF

**Engineering Services for Final Design and
Rehabilitation of Upstream Conduits**

FOR

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

Colby Collinge

A/Materiel Manager

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

The work for this contract includes the provision of professional services to complete the final design, and construction oversight for the rehabilitation of the upstream conduits and gate replacements at the three sites. This includes general and specialized services during construction, project management services, environmental services and documentation as noted in this statement of work.

2.0 SECURITY REQUIREMENTS

This section left blank intentionally.

3.0 INTERPRETATION

- 3.1 In the Request for proposal "RFP", "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 on or before 12:00 pm on June 14, 2016 to allow sufficient time to provide a response. Enquiries or issues received after that time and date 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 June 28th, 2016 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.
- 2.6 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 |
| 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)

- 4.0.1 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”**.

4.1 SECURITY REQUIREMENTS

- 4.1.1 **There is no security conditions required at bid closing**

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide a firm per diem 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.

The resulting contract must not exceed \$380,000.00 CAD excluding applicable taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

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 RFP #4547:928-714-0-S1-16, 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 date of contract award to November 30, 2017.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Colby Collinge
A/Materiel Manager
Agriculture and Agri-Food Canada/Agriculture et Agroalimentaire Canada
Western Service Centre
300 – 2010 12th Avenue
Regina, SK S4P 0M3
Telephone/Téléphone: 306-523-6546
E-mail address: collingec@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 4547:928-714-0-S1-16;
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-S1-16.
- 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 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment detailed in Appendix C, to a ceiling price of \$ _____ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

14.0 METHOD OF PAYMENT

14.1 Payment will be made **no more the once per month for actual days of service incurred**, 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.

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 date
 - Invoice Amount and GST
 - 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.

APPENDIX "A" - *attached*

APPENDIX “B” STATEMENT OF WORK

1. INTRODUCTION

Agriculture and Agri-Food Canada (AAFC) is the owner/operator of water-control 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 the Prairie Farm Rehabilitation Administration's (PFRA)'s legislated mandate to help stabilize and contribute to the economic security of the drought prone regions of western Canada. AAFC manages these facilities in accordance with the principles and practices of the Canadian Dam Association (CDA) Dam Safety Guidelines (2007).

Three such projects are:

- a) Altawan Dam – located approximately 60 km by road south-west of Consul, SK,
- b) Gouverneur Dam – located approximately 15 km by road north-east of Cadillac, SK, and
- c) Pheasant Creek Dam – located approximately 8 km by road north of Lemberg, SK.

Each of these three (3) projects was constructed with a gated low level outlet. The downstream conduits of all three low level outlets have been rehabilitated (lined and the annular space grouted). The upstream conduits of the three low level outlets have not undergone rehabilitation and are believed to be at the end of their design life. The control gates on each of these projects are original and also believed to be at the end of their design life.

As part of its long term commitment to the management and dam safety of these water control assets, AAFC is planning the rehabilitation of the upstream conduit at these three sites during fiscal year (FY) 2017/18. The rehabilitation will include:

- a) rehabilitation of the upstream conduits by lining or replacement, and
- b) replacement of the control gates and hoists.

This Statement of Work (Appendix B) details the engineering design, construction and project management services required to complete the rehabilitation of the upstream conduits of Altawan, Gouverneur and Pheasant Creek Dams.

2. BACKGROUND

Altawan Dam, originally constructed in 1959-1960, is located on Lodge Creek and has a storage capacity of 6946 dam³ (at FSL). The basin upstream of the dam has a gross drainage area of 966 km² and an effective drainage area of 892 km². The invert of the upstream conduit of the low level outlet is at 889.406 m approximately 10.364 m below the FSL of 899.77 m and 12.802 m below the TOD of 902.208 m. The upstream conduit of the low level outlet is 1524 mm diameter CSP, approximately 39.576 m long. The control gate is believed to be a 1524 mm round Armco 50-10C sluice.

Gouverneur Dam was constructed between 1951 and 1952 and is located on Notukeu Creek having a storage capacity of 7770 dam³ (at FSL). The basin upstream of the dam has a gross drainage area of 1540 km² and an effective drainage area of 1219 km². The invert of the upstream conduit of the low level outlet is at 754.38 m at the inlet (approximately 6.78 m below the FSL of 761.16 m) and 10.02 m below the TOD of 764.4 m. The upstream conduit of the low

level outlet is 1220 mm diameter CSP, approximately 21.34 m long. The control gate is 1220 mm square sluice. The invert of the gate is 754.14 m and the top of gatewell is 763.88 m.

Pheasant Creek Dam, originally completed in 1954, is located on Pheasant Creek and has a storage capacity of 760 dam³ (at FSL). The basin upstream of the dam has a gross drainage area of 945 km² and an effective drainage area of 268 km². The invert of the upstream conduit of the low level outlet is at 567.89 m approximately 2.82 m below the FSL of 570.71 m and 6.658 m below the TOD of 574.548 m. The upstream conduit of the low level outlet is 1067 mm diameter CSP, approximately 16.764 m long. The control gate is believed to be 1067 mm diameter Armco 30-05C.

3. DATA, INFORMATION, AND PREVIOUS STUDIES

No previous studies have assessed the condition of the upstream conduits or gates. No rare plant, wildlife and fish habitat assessments are known to have been completed at these sites. The following plans of the conduits are provided:

1. Plan No C208539 Altawan Dam –Riparian Outlet Plan and Cross Section – 2011 Current Configuration and Drawing List
2. Plan No C208478 Gouverneur Dam –Irrigation Outlet Cross Section – 2011 Current Configuration and Drawing List
3. Plan 305C – Pheasant Creek Storage Project – Riparian Outlet – General Plan and Inlet Details (As Constructed)

4. SCOPE

The Consultant shall provide general and specialized professional engineering, environmental, and related technical services associated with final design, construction, and post construction documentation to complete the rehabilitation of the upstream conduits and the gate replacements at all three sites.

While not explicitly stating the technique to be used for the rehabilitation of the upstream conduits, the following should be noted:

- a) AAFC has had success in the past using divers to work “in the wet” to line upstream conduits with PE liner pipes. It is believed this technique can be used again at both Altawan and Gouverneur Dams unless other methods are shown to be more technically and economically feasible.
- b) AAFC believes the conduit’s diameter at Pheasant Creek may preclude it from being lined underwater and therefore rehabilitation may have to proceed in the dry. This could involve the use of a cofferdam and subsequently:
 - a. excavating the embankment and replacing the pipe, or
 - b. using a technique such as “in-situform”.
- c) AAFC assumes that, unless a cofferdam is used, an engineered blind flange on the liner pipe or alternatively an engineered bulkhead would be used to dewater the conduit to allow installation of the new gate.

5. ENGINEERING SERVICES REQUIRED

5.1. General

The work for this contract includes the provision of professional services to complete the final design, and construction oversight for the rehabilitation of the upstream conduits and gate replacements at the three sites. This includes general and specialized services during construction, project management services, environmental services and documentation as noted in this statement of work.

5.2. Project Management Services

- Manage the service contract using appropriate Project Management principles and practices;
- Shortly after award of the service contract and kick-off meeting with AAFC, prepare and/or update the detailed work plan including schedule of services. Provide a breakdown of estimated cash flow to AAFC to include engineering design services, construction oversight professional services and construction activities including environmental services and regulatory compliances. Provide periodic updates to the work plan to reflect the actual progress of the project;
- Include systems and processes to manage and resolve issues in a timely manner;
- Include systems and processes to identify, manage and mitigate project risks both in the delivery of the engineering services and the actual construction of project components;
- Provide timely status reports to AAFC identifying the progress and quality of the work during all phases of the contract. Status reports will include accomplishments since last report, anticipated accomplishments in next reporting period and a listing of outstanding issues;
- Provide all site office facilities, sanitary facilities and safety management provision for the consultant's resident engineering staff;
- Facilitate regular, effective and timely communication with AAFC to ensure that AAFC is aware of the design, problem areas, concerns or assumptions. Ensure that issues requiring AAFC participation are identified in a timely manner and supported by appropriate and detailed documentation to outline the scope of the issue as well as proposed method(s) of resolution.
- For the purposes of estimating the budget for travel AAFC expects a minimum of three face to face meetings with the consultant in Regina, SK.

5.3. Final Design Services

Provide the following final design services in accordance with **Category III – Design Service** as outlined in the Association of Consulting Engineering Companies - Saskatchewan (ACEC-SK) "*Schedule of Recommended Fees to be Charged for General Engineering and Geoscience Projects and Services, January 2016*":

- The consultant shall review pertinent background information and investigate the particulars of the three sites. The consultant shall develop design criteria and a design concept and provide this in writing to Canada for acceptance;
- Conduct a site visit to supervise a diving inspection of the existing works; pertinent information to be gathered/confirmed includes but is not limited to:

- a. the conditions upstream of the pipe (ie. can a pipe the length of the conduit be pulled in or will sediment have to be removed? If sediment has to be removed what is its quantity and quality (rock or organic)?)
 - b. the conditions upstream of the pipe (ie. if a cofferdam has to be placed what is the anticipated foundation condition?)
 - c. dimensions and condition of the upstream headwall (ie. can it be used for placing a bulkhead?)
 - d. length and diameter of each conduit,
 - e. alignment of each conduit (has the conduit settled or has it been crushed to any extent? These deformities could impact the dimension/selection of materials for lining, centering devices etc),
 - f. dimensions and condition of the upstream gateway (ie. can it be used for placing a bulkhead?)
 - g. dimensions of the existing gate,
 - h. dimension of available area to mount a replacement gate frame,
 - i. location and dimension of the hole for the stem passing through the corbel if existing,
 - j. if no corbel exists determine the suitable area for installing a pedestal mount/bracket, and
 - k. dimensions pertinent to the stem and hoist replacement, such as, diameter of stem and length from invert to underside of corbel if one exists and the dimension to pedestal base)
- Conduct a site visit to the project to become familiar with the layout of existing works and to assist in establishing contractor and consultant camp, plant, and storage areas;
 - Provide comments on the impact on hydraulics of lining options and report these to AAFC;
 - Complete the hydraulic, structural and general engineering designs to rehabilitate the upstream conduits, remove and install new control gates and hoists;
 - In conjunction with AAFC, develop details to manage the reservoir in advance of construction and during construction to facilitate construction activities;
 - Develop technical specifications and tender drawings suitable for securing tenders for the construction of the works. The specifications and drawings for each project site are to be completed separately as the rehabilitations may not be tendered together. Ensure compatibility of the provision of the technical specifications developed for the project. Specifications are to be prepared to National Master Specification format. Drawings and reports shall be signed and sealed by professional engineers registered or licensed to practice in the Province of Saskatchewan;
 - Develop a Class A (pre-tender) cost estimate of rehabilitation works;
 - Answer questions regarding the project design directed to AAFC during tender period including approval of equals;
 - Participate in a review of tender submissions and prepare a recommendation regarding contract award; and
 - Finalize and approve drawings for construction.
 - For the purposes of estimating the budget for travel AAFC expects a minimum of two visits to each site by the consultant during the design phase (one general site visit and another to supervise the diving inspection).

5.4. Environmental Services and Regulatory Compliance

The Saskatchewan Water Security Agency is the provincial regulatory body responsible for the approval to construct or modify water control structures and the Aquatic Habitat Protection Permit. At this point in the project, the work is viewed as maintenance or rehabilitation of the existing works. As such, AAFC does not foresee a requirement for a regulatory submission for approval to construct or modify water control structures from Saskatchewan Water Security Agency. However, AAFC is of the opinion that an Aquatic Habitat Protection Permit (AHPP) will be required for this project and expects the consultant to assist in the application process. AAFC will make the actual AAHP application.

In undertaking the design, the Consultant shall:

- Review existing information or obtain on-site environmental data the Consultant requires obtain regulatory approval;
- Incorporate the appropriate and applicable environmental best management practices, as stipulated by appropriate federal and provincial regulatory agencies into the final design and construction contract requirements; and
- Provide advice to AAFC on any environmental aspect that will require monitoring in the final construction contract requirement or post-construction.
- For the purposes of estimating the budget for travel AAFC expects a minimum of two visits to each site by the consultant's environmental personnel for environmental investigation during the design phase and two visits to each site by the consultant's environmental personnel for monitoring during the construction phase.

5.5. General Engineering Services during Construction

Provide the following general engineering services in accordance with **Category IV - General Engineering or Geoscience Services During Construction** as outlined in the ACEC-SK "Schedule of Recommended Fees to be Charged for General Engineering and Geoscience Projects and Services, January 2016". Services shall include, but not necessarily be limited to, the following:

- Review shop/manufacturing drawings and other submittals of reinforcing steel, gates and miscellaneous metals to ensure that they reflect the intention of the design for rehabilitation project. The review should identify any errors before the construction works start. Approve shop drawings using an appropriate shop drawing stamp. For the purpose of preparing the Consultant's Proposal, assume one review of shop drawing would be included; payment for review of subsequent submissions by the Contractor will be billed back to the Contractor;
- Review and provide comments on contractor submission details for work required for the rehabilitation of the upstream conduits including safety management protocols;
- Evaluate contractor requests for changes to the work and/or evaluate contractor claims for additional work as related to changes in soil conditions;
- Examine contractor progress claims and make recommendations to AAFC for contractor payment;
- Undertake a final project inspection, deficiency identification and rectification; recommend final certificate of completion and warranty inspection post construction.
- Conduct periodic site visits to ensure that the work is being completed to the quality

and schedule standards required. For the purposes of estimating the budget for travel AAFC expects a minimum of four (4) site visits per site will be required. As a general guideline it is assumed that site visits will be required at or near the beginning of work, a site visit for which would include concrete testing of the grouting of the annular space, a site visit which may include concrete testing for the installation of the gate and one additional general site visit.

5.6. Resident Engineering Services During Construction

The Consultant shall provide **Category V - Resident Engineering or Geoscience Services During Construction or Field Projects** as outlined in the ACEC-SK "Schedule of Recommended Fees to be Charged for General Engineering and Geoscience Projects and Services, January 2016" except those services previously mentioned which will be undertaken by AAFC. All technicians performing testing must have at least 2 years related experience in materials testing. In the case of concrete testing, the Consultant shall have a qualified testing technician on site for each and every pouring day.

Services shall include, but not necessarily be limited to, the following:

- Provide on-going or day-to-day on-site inspection services to monitor the overall progress of the work; prepare daily and weekly construction progress reports and provide copies of same to the consulting engineer;
- Provide the consultant with specific inspection reports of unusual conditions that may require follow-up by the consultant;
- Communicate with Contractor's site superintendent any issue of non-conformance to the plans and specifications as identified by the consultant or consultant's resident technical staff;
- Provide general monitoring of environmental best management practices on the construction site in accordance with the plans and specifications, seek clarification from the consultant on issues of potential non-compliance and communicate confirmed non-compliance issues to the Contract for rectification;
- Review Contractor's monthly progress claim and prepare request for contract payments in accordance with AAFC departmental requirement;
- Conduct surveys of a minor nature to verify Contractor construction is in accordance with plans and specifications;
- Ensure that the Contractor is aware that the work is to be undertaken in compliance with Federal Labour Code and Provincial Occupational Health and Safety;
- Ensure that the Contractor is recording details of the construction necessary to modify contract drawings to Record Drawings.
- Arranging for and carrying out all necessary field-testing of equipment installed;
- Arranging for and carrying out all necessary field and laboratory testing for concrete and/or grout materials, gradation analysis for pervious materials; compaction testing of impervious materials; and rock riprap gradation assessment.
- Undertaking laboratory and field tests of concrete and grout in accordance with the requirements of the most recent versions of CSA Standard A23.2, except as otherwise noted herein or in the project specifications, by personnel certified under CSA Standard A283;

- Performing laboratory testing to assess concrete quality at a testing laboratory facility certified in accordance with the requirements of CSA Standard A283.
- As a minimum the concrete testing shall include:
 - slump, air content, and temperature for each truck-load delivered to the site;
 - one set of three compressive strength test cylinders for each 60 m³ or less of concrete placed, with a minimum of one set per placing day, sampled and tested in accordance with the most recent versions of CSA A23.1 at the age of 7 days (one cylinder) and 28 days (two cylinders).
 - one additional cylinder per placing day cast as a companion to a set of (three) strength test cylinders, when cold weather concreting conditions predominate, as determined by the Resident Engineer, which will be cured on site under the same conditions as the concrete in place.
 - The AAFC Resident Engineer is to be informed as expeditiously as possible of the results of the field and laboratory tests. Complete set of records of the test results shall be maintained on a daily basis and be available to the Project Manager. These records will become the property of Canada.
- Investigating, reporting on and advising AAFC on unusual circumstances which may arise during construction;
- Ensuring that the Contractor is recording details of the construction necessary to modify contract drawings to Record Drawings
- The consultant shall be responsible for determining time requirements to provide the services above. For the purposes of estimating the time requirement and budget for travel AAFC expects construction inspection to be four weeks (20 days total comprised of 4 weeks of 5 days) at each site.

5.7. Specialized Engineering Services During Construction

Provide specialised engineering services as outlined in ACEC-SK “Schedule of Recommended Fees to be Charged for General Engineering and Geoscience Projects and Services, January 2016”. Services shall include, but not necessarily be limited to, the following:

- Review concrete and grout mix designs submitted by construction contractors to ensure compliance with applicable codes and intended final structural designs and provide review comments when submissions are inadequate or incomplete;
- Review grouting procedures, forming requirements, reinforcement placement and detailing to ensure the work is being undertaken in compliance with the final engineering designs as well as applicable codes, standards, procedures and protocols;
- Oversee commissioning and testing of slide gate and lift mechanical work.

5.8. Design Summary, Record Drawings, Construction Report, OMS Manual

- Provide reports, drawings of record, and other written information to document the design and construction of the project in sufficient detail to form part of the project records which may become part of subsequent Dam Safety Reviews conducted or commissioned by AAFC

- Provide reports, procedures and documentation for the on-going operation, maintenance and surveillance for the upstream conduit and gate component of the project. This shall include rating tables and curves to allow AAFC Project Operator to determine flow release criteria for various reservoir elevations. Provide training session to AAFC Dam Safety and Operations staff on the safe operation of the control gate, and general operation of the rehabilitated outlet works.

6. PERSONNEL

The Consultant shall have a qualified registered professional engineer(s) responsible for the final design for this project. The Consultant shall identify each member of their project team, as well as their respective roles and responsibilities and append resumes. The Consultant team shall also include personnel who understand the environmental and regulatory framework under which this work will be constructed and who are qualified to incorporate considerations of same into both the necessary applications for approval and the specification. The Consultant shall have similar recent experience with the final design of project rehabilitations on soft alluvial soils, shall provide a list of recent projects of a similar nature including the grout lining of outlet conduits in dams, and indicate the relevancy of those projects to this work. The Consultant shall meet the requirement for professional registration within Saskatchewan.

7. SCHEDULE AND MILESTONES

AAFC's overall goal regarding this project is to commence construction in 2017/18. In order for construction to be approved and funded in 2017/18, the complete final cost estimates and design have to be complete by year-end of 2016 (ie. prior to the budget approval period beginning in January, 2017). The Consultant shall develop and submit a detailed schedule with its proposal for this work which should include any applicable environmental and reservoir management consideration outlined in the pre-design report plus the following considerations:

- Closing date for receipt of proposals for this project – June 28, 2016
- AAFC review and award of service contract – within two weeks of closing date
- Start-up meeting for service contract – within one week of award date
- AAFC review of the project design at approximately the 50% completion stage. Provide review materials two days in advance of a teleconference or videoconference meeting and allow one subsequent day for any follow up comments from AAFC
- AAFC review of project design at 90% completion stage – allow two weeks
- Completion of design (drawings, specification and cost estimate) by December 31, 2016
- Advertisement period for Tenders to Construct – to be 40 calendar days after budget approval received (assume April 1, 2017)
- On-site pretender meeting with potential contractors – one day during advertisement period
- Review and award of Tenders by AAFC and Consultant - consultant to indicate needed review time
- Completion of construction of rehabilitated works mid-November 2017.

In preparing the proposal, the Consultant shall provide a detailed breakdown in the Technical Proposal of the various tasks or steps to complete the work in a logical sequence and be inclusive of the services outlined in this statement of work. This task breakdown in the Technical Proposal shall be reflected in the consultant's Financial Proposal and will be used as the basis of payment to the consultant for this service contract. Each task in the Financial Proposal shall be inclusive of all costs incurred by the consultant including professional fees, third party and other disbursements, overhead and travel expenses if required for that task.

8. OWNER PARTICIPATION

AAFC agrees to supply the Consultant with access to any relevant data concerning the history, hydrology, design, construction, operation, maintenance, repairs, instrumentation, environmental data and inspection involved with the project. Copies of past study reports for reference will be made available to the Consultant.

AAFC agrees to participate in a project start-up meeting with the Consultant to review the terms of reference, scope and schedule for this contract. The start-up meeting will be at a time mutually agreed upon at AAFC's office in Swift Current, Saskatchewan. The consultant shall budget for the kick-off meeting to be face to face with assuming main discipline leads are present. Assume that other participants, if need, can attend by video and/or audio conference. Such conference technical arrangements will be undertaken by AAFC.

AAFC agrees to participate at various progress meetings to the progress of the work, provide comments on drawings and documents to be issued for tender, or called by the consultant discussion of a technical or project management purpose. The time and place of this meeting will be mutually agreed upon and may be either face to face or conference call depending on the agenda or other circumstances.

AAFC agrees to provide any additional background material on the operation of the project to meet water delivery needs if it has not already been documented in the Pre-Design report.

AAFC will provide all administrative services regarding the advertisement and award of a construction contract including distribution of tender packages, receipt of tenders. AAFC will be the first point of contact for any questions that may arise during the tender process, for the forwarding of questions to the consultant and distribution of subsequent responses from the Consultant to all interested tenderers.

9. REPORTING PROCEDURES AND FORMAT

Drawings developed by the consultant for tender, construction or prepared for drawing of record shall be provide include in the title block AAFC departmental logo and inclusion of an AAFC drawing number, in addition to the consultant's own logo and drawing number system. The Consultant shall provide appropriate Adobe pdf files certified 'approved for tender' drawings and specifications bearing the stamp and seal of the professional engineer responsible for the design

The Consultant shall provide appropriate Adobe PDF files certified as 'approved for construction' including any updates or clarifications that may arise during the tender period. AAFC will handle final distribution of drawings and specifications issued for construction.

Reports, manuals, documentation and records of construction shall be prepared using appropriate, professional report format. The Consultant shall provide three (3) bound copies in hard copy format along with one (1) in electronic Adobe Portable document file (PDF) format(s) of such documentation.

10. Basis of Payment

Ceiling Price:

The ceiling price is the maximum amount of monies that may be paid to a contractor. By establishing a ceiling price, the contractor must satisfactorily fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price.

Travel and Living Expenses (if applicable to a ceiling price)

The Contractors will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance therein for overhead or profit, and these costs which will be reimbursed in accordance with the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).

Maximum Cost: \$30,000.00

11. Method of Payment

Payment will be made **no more the once per month for actual days of service incurred**, 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.

2.0 Pricing Basis

The Contractor shall be paid in accordance with the following for work performed under the Contract.

Example:

| Name | Category | All Inclusive Firm Per Diem Rate | Estimated Days | Estimated Amount |
|--|----------|----------------------------------|----------------|------------------|
| | | | | |
| | | | | |
| | | | | |
| Total estimated cost - Professional fees: | | | | \$ |

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.qc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Maximum Cost: \$ _____ (to be inserted at contract award)

Other Direct Expenses The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Total Estimated Expenditure: \$ _____ (to be inserted at contract award)

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 = 80%
Financial Proposal = 20%
Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (80)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (20)}}{\text{Bidder's Price}} = \text{Overall Score}$$

Example:

| <i>Highest Combined Rating Technical Merit (80%) and Price (20%)</i> | | | |
|--|-----------------------------------|-----------------------------------|---------------------|
| <i>Calculation</i> | <i>Technical Points</i> | <i>Price Points</i> | <i>Total Points</i> |
| Proposal 1 - Tech = 88/100 - Price = \$60,000 | $\frac{88 \times 80}{100} = 70.4$ | $\frac{*50 \times 20}{60} = 16.6$ | = 87.0 |

| | | | |
|--|-----------------------------------|-----------------------------------|--------|
| Proposal 2 - Tech = 86/100 - Price - \$54,000 | $\frac{86 \times 80}{100} = 68.8$ | $\frac{*50 \times 20}{54} = 18.5$ | = 87.3 |
| Proposal 3 - Tech = 76/100 - Price = \$50,000 | $\frac{76 \times 80}{100} = 60.8$ | $\frac{*50 \times 20}{50} = 20$ | = 80.8 |
| * Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 87.3 | | | |

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 points identified overall in 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.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

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.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

Refer to Attachment #1 to Appendix D for the Point Rated Criteria

4.0 FINANCIAL PROPOSAL

Bidder is required to complete a table ie: to provide rates for resources etc.

| Name | Category | All Inclusive Firm Per Diem Rate | Estimated Days | Estimated Amount |
|--|----------|----------------------------------|----------------|------------------|
| | | | | |
| | | | | |
| | | | | |
| Total estimated cost - Professional fees: | | | | \$ |

The resulting contract must not exceed \$380,000.00 CAD excluding Applicable Taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

4.2 The Bidder is requested to provide a cost breakdown which should include the following cost elements as applicable:

a) Professional fees

The Bidder is to identify clearly the professional fee and cost per day for all the proposed personnel including back-up and sub-contractors by multiplying an hourly and/or daily rate by the amount of time proposed to perform the work (including the names of the individuals to whom they apply). Note, the professional fee is to include: overhead, profit, fringe benefit, administration, secretarial services.

b) Disbursements

The Bidder is to list their direct out-of-pocket expenses, including sub-contracting, materials, which are not reflected in the Professional fee. A list of acceptable direct out-of-pocket expenses is as follows: i.e. facility rental, computer time, equipment rentals, facsimile, long distance telephone, printing and copying, office supplies, courier, etc. listed in detail, giving best estimate of cost. Allowance for profit or overhead should not be added in the cost.

c) Travel

The Bidder should provide an estimated itemized itinerary covering costs for travel and expenses associated with any travel that might be required for the completion of the work.

d) Taxes

All taxes should be included, where applicable, and shown separately in the proposal. Note that any applicable taxes will not be included in the evaluation process.

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.

Name

Signature

Date

Attachment #1 to Appendix D for the Point Rated Criteria

In order to be considered responsive, a proposal must score at least 70% of the total points assigned for Technical Rated 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: Excellent Meets the desirable maximum that is considered useful.
- 9 points: Very Good Very well defined, very thorough. Substantially exceeds the desired minimum.
- 8 points: Good Slightly exceeds desirable minimum. Satisfactory details. Sufficiently defined.
- 7 points: Acceptable Meets desirable minimum. Adequate information, marginal / minimal details.
- 6 points: Poor. Fails to meet desirable minimum. Vague, not clearly defined, insufficient detail, unclear.
- 1-5 points: Not Valid Well below the desirable minimum. Missing information, incomplete, inconsistencies in proposal content.
- 0 points: No information

POINT RATINGS - PROPOSAL CONTENT:

| | |
|--------------------------|-------------------|
| Submission | 30 Points |
| Technical Abilities | 40 Points |
| Personnel and References | 15 Points |
| Project Management | 15 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 this statement of work;
- The level of initiative and innovation demonstrated by the submission;
- Indication of an understanding of the scope and provide a realistic schedule that reflects the significance of each task.

MAXIMUM 30 POINTS

b) Technical Abilities

- Demonstrate experience in design and construction of similar water control structures and conveyance works located in the Canadian prairies and in particular Saskatchewan. Experience in the design and construction oversight of lining conduits contained within dams should be clearly demonstrated;
- Demonstrate experience in providing general and specialized engineering services in various phases of water control projects including design and construction phases;
- Demonstrate ability in preparing plans and specifications pertaining to similar water infrastructure;
- Demonstrate ability and experience regarding the review of design drawings and other contract submittals for the construction/completion of such water structures on the Canadian prairies;
- Demonstrate experience in providing testing services of construction materials (e.g. concrete and earth works); and,
- Demonstrate familiarity and experience in the applications of relevant standards (e.g. CSA & ASTM); and,
- Demonstrate experience in the application of federal and provincial Acts and Regulations pertaining to construction of similar water control projects

MAXIMUM 40 POINTS

c) Personnel and References

- Personnel identified, including qualifications, professional designation and relevant experience of project staff. Number and adequacy of resources applied to the project, including back-up resources and the use of sub-consultants and/or other collaborators. Responsibilities and function of consultant team (including sub-consultants and/or other collaborators) clearly defined.

MAXIMUM 15 POINTS

d) Project Management

- Demonstrate that effective project management skills will be used to manage the work of this contract
- Demonstrate that an effective and experienced Project Manager will be assigned to the project and demonstrate skills and abilities to manage the consultant's design team to produce effective and satisfactory results

MAXIMUM 15 POINTS

APPENDIX F

Proposal Format

Submit the required number of copies of the proposal. Page limits (where specified) are mandatory and are not to be exceeded.

1. Title Page
2. Letter of Transmittal
3. Table of Contents
4. Introduction (1 page maximum)
Describe project background, purpose, scope of project.
5. Technical (10 pages maximum)
Describe the specific technical services to be provided and processes involved with conducting the various hydrotechnical and environment studies related to this project. Describe the specific technical services to be provided and processes involved with the design (including the production of plans, specifications and cost estimates) related to this project. Describe the specific technical services to be provided and processes involved with the engineering services during construction related to this project. Include mechanism and assurance of collaboration and cooperation with AAFC 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 have worked on.
7. Schedule of work
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.