

Return Bids to:

Retourner Les Soumissions à :

Natural Resources Canada

Len.Pizzi@canada.ca

Request for Proposal (RFP) Demande de proposition (DDP)

Proposal To: Natural Resources Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à: Ressources Naturelles Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires** 

Issuing Office - Bureau de distribution

Finance and Procurement Management Branch Natural Resources Canada 183 Longwood Road South Hamilton, ON L8P 0A5

Title - Sujet Development of Reservoir Model for Feasibility Study of Utilizing NRCan direct contact steam generation Technology in Current steam-assisted gravity drainage Process. Solicitation No. - No de l'invitation NRCan-5000026383 November 3, 2016 Requisition Reference No. - Nº de la demande 135110 Solicitation Closes - L'invitation prend fin at – à 09:00 AM November 21, 2016 on – le Address Enquiries to: - Adresse toutes questions à: Len.Pizzi@canada.ca Telephone No. - No de telephone Fax No. - No. de Fax (905) 645-0831 (905) 645-0676 Destination - of Goods and Services: Destination - des biens et services: **Natural Resources Canada** 1 Haanel Drive Ottawa, ON K1A 1M1 Security - Sécurité There is no security requirements associated with this requirement. Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: Name and Title of person authorized to sign on behalf of Vendor/Firm (type or Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) Signature Date



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

## 1.1 Introduction

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

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

The Annexes include the Statement of Work and the Basis of Payment, Security Requirements.

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

## 1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for....

1.2.1 Developing two reservoir models for engineering feasibility study of using NRCan HiPrOx DCSG technology in SAGD process. The first model will show the behaviors of a selected reservoir under current operation using steam injection only, while the second model will predict the reservoir performance utilizing NRCan HiPrOx DCSG technology. The two reservoir models will then integrated into NRCan SAGD process models for the purpose of engineering feasibility study.

## 1.3 Debriefings

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

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

## 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- In the complete text content (except Section 3) Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"
- Section 2: Delete: "Suppliers are required to" and Insert: "It is suggested that suppliers"
- Subsection 1 of Section 8:

**Delete:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation

## 2.2 Submission of Bids

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

## len.pizzi@canada.ca

## **IMPORTANT**

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

NRCan-5000026383 - Development of Reservoir Model for Feasibility Study of Utilizing NRCan direct contact steam generation Technology in Current steam-assisted gravity drainage Process.

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

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

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

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



#### 2.3 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 2.4 **Applicable Laws**

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

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

#### 2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) format;

(b) use a numbering system that corresponds to the bid solicitation.

### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "B". The total amount of Applicable Taxes must be shown separately.

## **Exchange Rate Fluctuation**

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

### Section III: Certifications

Bidders must submit the certifications required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 4.1 Evaluation Procedures

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

## 4.1.1 Technical Evaluation

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

## 4.1.2 Financial Evaluation

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

## 4.2 Basis of Selection

## 4.2.1 Mandatory Technical Criteria

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



### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 Certifications Required with the Bid

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

### 5.1.1 Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

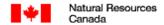
# 5.2.1 Integrity Provisions – List of Names

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

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

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

Name of Bidder:		



OR		
Name of eac	ch member of the joint ventu	ıre:
Member 2: _		
Member 4:		

Identification of the administrators/owners:

SURNAME	NAME	TITLE

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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.

# 5.2.3 Status and Availability of Resources

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

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

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#### 5.2.4 **Education and Experience**

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

### 5.2.5 Former Public Servant

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

### **Definitions**

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

- a. an individual;
- b. an individual who has incorporated;
- a partnership made of former public servants; or C.
- 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

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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.

# Fo

Forme	r Public Servant in Receipt of a Pension
As p	per the above definitions, is the Bidder a FPS in receipt of a pension? <b>Yes</b> ( ) <b>No</b> ( )
	o, the Bidder must provide the following information, for all FPSs in receipt of a pension, as licable:
a.	name of former public servant;
b.	date of termination of employment or retirement from the Public Service.
former publish	viding this information, Bidders agree that the successful Bidder's status, with respect to being a public servant in receipt of a pension, will be reported on departmental websites as part of the led proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the nes on the Proactive Disclosure of Contracts.
Work F	Force Adjustment Directive
	ne Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force ustment Directive? <b>Yes</b> ( ) <b>No</b> ( )
If so, th	ne 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:
	<ul> <li>start date</li> <li>end date</li> <li>and number of weeks</li> </ul>
g. forc	number and amount (professional fees) of other contracts subject to the restrictions of a work e adjustment program.
	Professional fees Amount

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 5.2.6 Aboriginal Designation

Who is eligible?

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

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

### OR

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

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

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

☐ Our Company is <u>NOT an Aboriginal Firm</u> , as identified a	bove.
$\square$ Our Company is an Aboriginal Firm, as identified above.	The supplier must complete the certificate in
the appropriate clause below.	

SACC Manual clauses <u>A3000T</u>, <u>A3001T</u>, <u>M3030T</u>, <u>M9030T</u>, <u>S3035T</u> and <u>S3036T</u> contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.



# **PART 6 - SECURITY REQUIREMENTS**

# 6.1 Security Requirements

There is no security requirements associated with this requirement.

# **PART 7 - RESULTING CONTRACT CLAUSES**

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

### 7.1 Statement of Work

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

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

<u>2010B</u> (2016-04-04), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

# 7.3 Dispute Resolution

### Mediation

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

### Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

## Meaning of "Dispute"

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



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The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

#### 7.4 **Security Requirements**

**7.4.1** There is no security requirement applicable to this Contract.

#### 7.5 **Term of Contract**

#### 7.5.1 **Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

#### 7.6 **Authorities**

#### 7.6.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Len Pizzi Name:

Procurement Officer Title:

Organization: Natural Resources Canada

183 Longwood Road South, Hamilton, ON, L8P 0A5 Address:

Telephone: (905) 645-0676 Facsimile: (905) 645-0831 len.pizzi@canada.ca E-mail address:

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

#### 7.6.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:

Title:

Organization: Address: Telephone:

Facsimile: E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

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

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

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

## 7.8 Payment

## 7.8.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in in Annex "B" for a cost of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

## 7.8.2 Method of Payment

## Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

# 7.9 Invoicing Instructions

Invoices shall be submitted using one of the following methods:





Note: Attach "PDF" file. No other formats will be accepted
OR
<u>Fax:</u>
Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b>
Note: Use highest quality settings available.

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

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

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

### 7.10 Certifications

### 7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 7.11 Applicable Laws

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

### 7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- the general conditions <u>2010B</u> (2016-04-04), General Conditions Professional Services -Medium Complexity;
- (c) Annex A, Statement of Work:
- (d) Annex B, Basis of Payment;
- the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_ " or ",as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)).

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# 7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

## 7.14 Insurance

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

## 7.15 Contract Administration

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

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

## **SW.1.0 TITLE**

Development of Reservoir Model for Feasibility Study of Utilizing NRCan DCSG Technology in Current SAGD Process.

### SW.2.0 BACKGROUND

NRCan-Ottawa has been conducting research of high pressure oxy-fuel (HiPrOx) combustion technology since 2007. A unique application of HiPrOx combustion technology is bitumen extraction from the Canadian oil sands industry by direct contact steam generation (DCSG). HiPrOx DCSG can use steam-assisted gravity drainage (SAGD) produced water and/or mature fine tailings water (tailings pond water) without pre-treatment and generates a hot flue gas with a steam content up to 90 % by volume at high pressure (80 bar or higher). The steam/CO<sub>2</sub> product can then be directly injected into the ground for bitumen production in the SAGD process. HiPrOx DCSG technology has attracted great attentions from the Canadian oil sands industry. Currently, NRCan is conducting a multi-million dollar HiPrOx SAGD project for Suncor.

Two advanced process models have been developed by NRCan-Ottawa together with industrial experts to simulate the performance of SAGD process utilizing NRCan-Ottawa's HiPrOx DCSG technology. To further advance the development of HiPrOx DCSG technology, it is imperative that NRCan has an industrial expert to provide in-depth information about HiPrOx DCSG's impact on the reservoir. With this information, it would be enable NRCan to fully explore the potential of this very promising technology and provide comprehensive information of this technology to Canadian tar sand industry.

### **SW.3.0 OBJECTIVES**

To develop two computer reservoir models for engineering feasibility study of using NRCan HiPrOx DCSG technology in SAGD process. The first model will show the behaviors of a selected reservoir under current operation using steam injection only, while the second model will predict the reservoir performance utilizing NRCan HiPrOx DCSG technology. The two reservoir models will then integrated into NRCan SAGD process models for the purpose of engineering feasibility study.

## **SW.4.0 PROJECT REQUIREMENTS**

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

Through the contract, describe the tasks or activities to be performed by the Contractor. It should also include a detailed description of what is required for each of the identified deliverables. The description will need to provide sufficient information so that all parties will be able to understand what will signal completion of a phase or milestone in the work. In most situations, this Section will identify what methodology and sequence each of the deliverables will need to meet, how the deliverable will need to be delivered and what will be the relationship of one deliverable with another. This section should provide information on the language, format, version and content requirements for each task or activity and each deliverable or milestone in the work. A Schedule expected for completion of the work should also be provided (see example below for sample headings) to accompany or illustrate the detailed descriptions of the tasks and deliverables. This information may help to establish a progress payment schedule.

Tasks/Activities	Deliverables/Mileston es	Time Schedule	Constraints/ Comments
Steam Assisted Gravity Drainage (SAGD) reservoir modeling literature review and report.	Report	Six weeks after contract is awarded.	
SAGD reservoir model for NRCan HiPrOx Direct Contact Steam Generation: model selection and formulation		Ten weeks after contract is awarded.	
Aspen Hysys SAGD reservoir model development for NRCan HiPrOx Direct Contact Steam Generation (DCSG) Technology. Task 1: SAGD reservoir model for current once through steam generation; Task 2: SAGD reservoir model for NRCan HiPrOx DCSG technology. Task 3: Integration of the two reservoir models with NRCan SAGD plant operation models.	Two reservoir models and two integrated SAGD models with reservoir included.	Eighteen weeks after contract is awarded.	The reservoir model should be a seamlessly extension integrated into Aspen Hysys.
Final report that including detailed description of model development and testing results.	Report		

## **SW.4.2 Reporting Requirements**

Bi-weekly progress report has to be provided by the contractor to NRCan. The report should consist of brief description of new progress together with plans for the next period. Any completed sections of the SAGD model are required to be included in the progress report.

The final reporting requirement of this contract is the two reservoir models plus a technical report describing the model configuration, operating parameters, and reference.

## SW.4.3 Method and Source of Acceptance

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

# SW.4.4 Specifications and Standards

Both SAGD process models should be developed in Aspen Hysys Version 9.0 or higher. NRCan will run these models to check the completeness and in-depth of the models.



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

## **SW.5.1 Contractor's Obligations**

Clarify all other obligations of the Contractor which have not already been identified. The following are examples of contents that may be included under this heading:

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall:

- 1) Keep all documents and proprietary information confidential;
- 2) Submit all written reports in hard copy and electronic Microsoft Office Word;
- 3) Attend meeting with stakeholders, if necessary;
- 4) Participate in teleconferences, as needed;
- 5) Attend meeting at NRCan sites, if required; and/or;
- 6) Maintain all documentation in a secure area.

# SW.5.2 NRCan's Obligations

To give technical briefing about NRCan's DCSG technology.

## **SW.5.3 Estimated Period of the Contract**

The estimated period of the contract is 26 weeks from the date of Contract Award to the end data.

## SW.5.4 Location of Work, Work Site and Delivery Point

Work is to be carried out in Unit 930, 710-20 Crowfoot Cresent NW, Calgary, Alberta. The delivery point is in NRCan-Ottawa, Ottawa, Ontario.

## SW.5.5 Language of Work

English.



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

(to be completed at contract award)

## **APPENDIX "1" - EVALUATION CRITERIA**

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

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

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

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

## 1. TECHNICAL CRITERIA

### 1.1 Mandatory Evaluation Criteria

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The bidder must present and provide proof of extensive expertise in process modelling, simulation, and software development		
M2	The bidder must possess experience and provide proof of having delivering SAGD models for surface facilities		
M3	The bidder must possess experience and provide proof of having performed numerous simulations and modelling assignments for the oil sands sector		

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Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M4	Bidder must have participated in the development of several innovative engineering software tools. Bidder to provide the names of software tools.		
M5	The bidder will assign a Project Manager to oversee the work performed. The Project Manager will lead the development of the model, including the design of the user interfaces for the extensions, and will assume responsibility for the quality of the model and documents. The Project Manager must have obtained his PhD in Chemical Engineering, or a closely related field. Bidder to provide CVs.		
М6	Bidder to provide assistance of the usage of QA/QC automated tools to evaluate the quality of the models.		

## 2. FINANCIAL CRITERIA

## 2.1 MANDATORY FINANCIAL CRITERIA

Bidders must provide financial details as requested in this appendix. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

### 2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$63,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum included a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.

# **APPENDIX "2" – FINANCIAL PROPOSAL FORM**

# 1. FIRM PRICE

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

DESCRIPTION	FIRM PRICE (applicable taxes excluded)
Development of a SAGD Reservoir Proxy Model for Aspen Hysys	\$
Total Firm Price for Financial Proposal Evaluation (taxes extra):	\$