



**Return Bids to :**

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**Request for Proposal (RFP)**

*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.*

**Comments**

**Issuing Office**

Natural Resources Canada  
Finance and Procurement Management  
Branch  
1055 PEPS Street, PO Box 10380  
Quebec, QC G1V 4C7

<b>Title</b> <b>Drilling of monitoring wells in the Fox Creek area, Alberta</b>	
<b>Solicitation No.</b> <b>NRCan- 5000053194</b>	<b>Date</b> 2020-06-12
<b>Requisition Reference No. - N° de la demande</b> 159703	
<b>Solicitation Closes</b> <b>at – 02:00 PM</b> (Eastern Daylight Savings Time (EDT)) <b>on – July 27, 2020</b>	
<b>Address Enquiries to:</b> <a href="mailto:Marie-josee.michaud@canada.ca">Marie-josee.michaud@canada.ca</a>	
<b>Telephone No.</b> 418-648-8302	
<b>Destination – of Goods and Services:</b> Fox Creek area, AB ( <i>exact coordinates will be provided at contract award</i> ).	
<b>Invoicing Address :</b> Natural Resources Canada 490 de la Couronne Street Quebec QC G1K 9A9	
<b>IMPORTANT : see instructions at section 7.9</b>	
<b>Security</b> <b>There is no security requirements associated with this requirement.</b>	
<b>Vendor/Firm Name and Address</b>	
<b>Telephone No.:</b>	
<b>Email address:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
_____	_____
<b>Signature</b>	<b>Date</b>



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

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

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



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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.

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

### **1.2 Summary**

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for drilling at least seven (7) monitoring wells (50 m to 100 m) in the Fox Creek area in west-central Alberta, which will be used by NRCan to assess characteristics of the geological formations and to perform groundwater sampling, hydraulic testing and borehole geophysical logging. Work must be executed during August and/or September 2020.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

### **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 or by telephone.



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The **2003** (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation 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 entirely
- **Under Subsection 2 of Section 20:** Not applicable

### 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:

[nrcan.quebecbid-soumissionquebec.mcan@canada.ca](mailto:nrcan.quebecbid-soumissionquebec.mcan@canada.ca)

#### **IMPORTANT**

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

**NRCan – 5000046357 - Drilling of monitoring well in the Fox Creek area, Alberta**

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.



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

#### **2.4 Applicable Laws**

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

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



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## 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 and document
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

Prices should appear in the financial bid only. No prices should 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 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 2. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

#### **Section IV: Additional Information**

In Section IV of their bid, bidders should provide:

1. the 1st page of this RFP signed with their legal name;
2. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

Mandatory 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, either the nested or the cluster technique, will be recommended for award of a contract.





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## 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 [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide 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 [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide 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 each member of the joint venture:

Member 1: \_\_\_\_\_

Member 2: \_\_\_\_\_

Member 3: \_\_\_\_\_

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.



#### 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;
- 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 FPSs in receipt of a pension, as applicable:



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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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 NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above.



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirements associated with this requirement.



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## 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*)

#### 7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in the statement of work of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the contract end date by sending a written notice to the Contractor.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2010C](#) (2020-05-28), General Conditions –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.

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](mailto: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 October 16, 2020 inclusive.

## **7.6 Authorities**

### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Marie-Josée Michaud  
Procurement Officer  
Natural Resources Canada  
1055, du P.E.P.S., PO BOX 10380  
Quebec, QC G1V 4C7  
418 648-8302  
[Marie-josee.michaud@canada.ca](mailto:Marie-josee.michaud@canada.ca)

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

### **7.6.2 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **7.8 Payment**

#### **7.8.1 Basis of Payment – Limitation of Expenditure**

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 in Annex B, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

##### **7.8.1.1 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. (*Insert le amount of Limitation of Expenditure from 7.8.1*) Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:



- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**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:

- a. 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.

**7.8.3 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

**7.9 Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

<p><u>E-mail:</u></p> <p><a href="mailto:rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca">rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>

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 \_\_\_\_\_. (*to be provided at contract award*)

## 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;
- (b) the general conditions [2010C](#) (2020-05-28), General Conditions –Services - Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

## 7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) \_\_\_\_\_ (*insert date*) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause [A2001C](#) \_\_\_\_\_ (*insert date*) 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](mailto:boa.opo@boa.opo.gc.ca).



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## ANNEX A - STATEMENT OF WORK

### **DRILLING OF MONITORING WELLS IN THE FOX CREEK AREA, ALBERTA**

#### **1. Situation – objective**

The Geological Survey of Canada of the Lands and Minerals Sector of Natural Resources Canada (NRCan) is carrying out a hydrogeological characterization project in the Fox Creek area, in west-central Alberta. Seven environmental monitoring wells need to be drilled and installed: six wells with a depth of 50 m and one well with a depth of 100 m. These wells will be used to assess characteristics of the Paskapoo Formation and surficial sediment units, as well as to perform groundwater sampling, hydraulic testing and borehole geophysical logging. The drilling work must take place between August 17, 2020 and October 2, 2020 and last less than 28 working days.

Optional Service: In addition to the seven wells, an 8<sup>th</sup> well having a depth of 50 m could be drilled over the same period (that would thus be part of the initial contract), depending on the costs.

#### **2. Definition of needs and range**

The GSC requires a service provider to drill wellbores and make the necessary completion for their conversion into monitoring wells (see section 4). Wellbores will be logged through the bedrock section before casing is installed (a separate contract will be awarded for the logging work). Therefore, no drilling mud can be used during drilling (air and water only). Dual rotary drilling is therefore required, in case borehole stability becomes an issue during drilling. The expected schedule would approximate the following: one day for the drilling of a 50 m borehole, one day for its logging, and one day for the well completion, for a total of three days. For the 100 m well, two days are expected to be needed for each activity. The waiting time (while logging is conducted) is thus estimated to be 1 day for each 50 m well and 2 days for the 100 m well. These wells will be cased using PVC casing to avoid borehole wall collapse or persistent fine particles in groundwater, and screened over a single interval to a maximum of 7.6 m (according to AEP regulation) to avoid cross-contamination with other permeable strata. The 50 m wells will be equipped with 100 mm (4") pipe with the screened interval near their base, or where the closest transmissive horizon is located. The 100 m well will be used to study two different transmissive zones, and will be constructed as either a nested well (i.e. two nested piezometers in a single borehole) or a cluster of two closely spaced wells, depending on the experience of the driller. If the drilling company has previous experience successfully completing nested wells, then the 100 m well would be equipped with two 50 mm (2") piezometers. If not, two distinct wells would be drilled in a clustered arrangement, and 100 mm (4") pipe would be installed. The two screened intervals in this 100 m (nested or cluster) well will be located at depths of 50 m and 100 m, or where the closest transmissive horizons are located. These wells will allow NRCan to carry out pumping tests and water sampling over the next four years.

#### **3. Work statements**

The drilling work will take place approximately 30 km south-west of the Town of Fox Creek (roughly defined by Lat: -117; Long: 54.3 or to the "Legal Land Description" 62-21-W5M). The seven sites will be selected by NRCan from candidate locations within a 100 km<sup>2</sup> area (see Figure 1 below). The precise locations will be provided to the winning bidder.

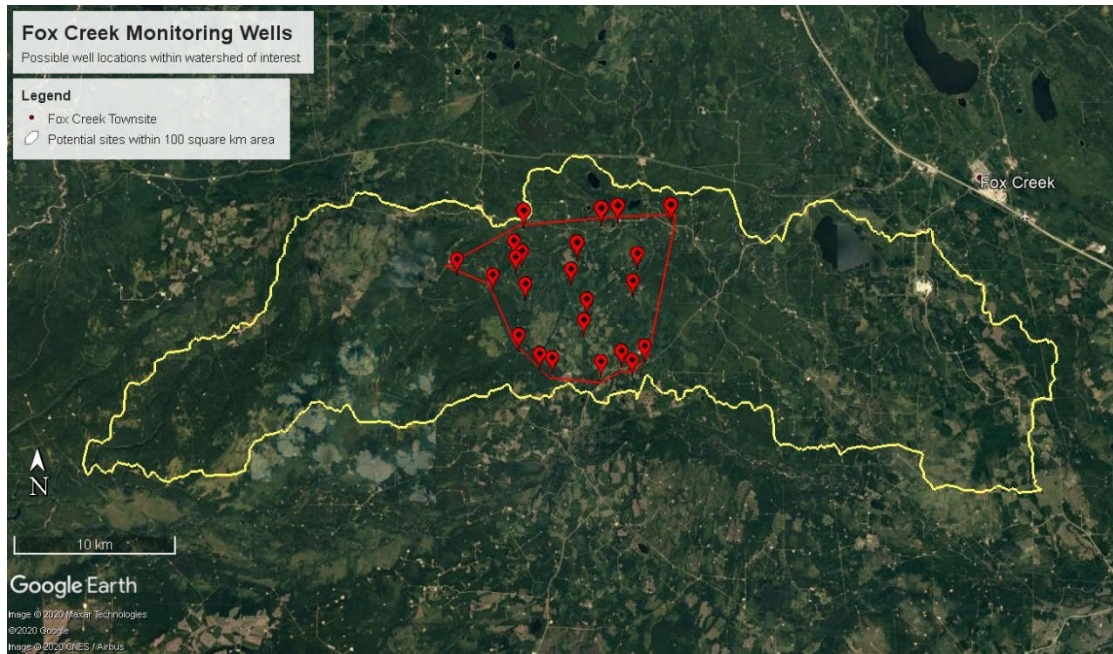


Figure 1: Potential environmental monitoring well locations (red pins) within 100km<sup>2</sup> area 30km W-SW of the Town of Fox Creek. Watershed of interest is outlined in yellow.

Six wells will be drilled to a depth of 50 m and one well to a depth of 100 m (for a total of 400 linear meters). An optional well with a depth of 50 m must be taken into account. The table below provides a summary of the wells to be drilled. Figure 2 below shows a schematic figure of the well construction for the 50 m wells.

Drilling type	50 m depth	100 m depth
Dual rotary	6	-
Dual rotary	-	1
Optional service: Dual rotary	1	-

The timing for the drilling work is important: it must be carried out between August 17 and October 2, 2020 and last less than 28 days.

The surficial cover is expected to vary between 2 and 10 m (an average value of 7 m may be used for the quote). These surficial sediments should be coarse, typically composed of sands and gravels. Overburden samples will be collected in plastic bags during drilling by the NRCan representative.

The monitoring wells will be completed into bedrock, in the Paskapoo Formation. This formation is a complex succession of interbedded mudstone with sandstone channels, which is known to be highly heterogeneous. Drill cuttings will be collected in plastic bags during drilling by the NRCan representative.

#### **4. Deliverables**

##### 4.1 The contractor must:

- Provide a qualified driller and team leader with at least five (5) years of environmental drilling experience, to successfully complete all operations within the requested timeline.



- 
- Restore the drilling sites to its initial conditions at the end of the work in accordance with effective environmental standards and to the satisfaction of the NRCan representative;
  - Be able to carry out the work in August and/or September 2020;
  - Construct monitoring wells from each borehole, in accordance with the guidelines provided below, given the conditions encountered at each drilling site;
  - Use SCH 40 PVC pipes; the installed casing must be screwed; the screened sections will have 0.050 slotting;
  - Provide the necessary equipment so that NRCan can collect surficial deposits and drill cuttings;
  - Develop the wells at least 1 hour or until water is particle-free, to the satisfaction of the on-site NRCan representative;
  - Use biodegradable hydraulic oil and lanoline rod lubricant, as these wells are designed for an environmental study.
  - Note quantities, lengths and depths of installation of the material used (e.g., casings, cement, bentonite, drive shoe), as well as waiting time and well development.

A watertight seal made of a bentonite pellets will be placed in the annulus surrounding the solid PVC, above the well screen and gravel pack (see Figure 2). To ensure hydraulic isolation between the ground surface and other potential water-bearing horizons, the entire remaining annulus must be backfilled to ground surface with hydrated bentonite chips or bentonitic grout.

Each well requires a “monument-style”, lockable protective casing to be installed over the stick-up, and grouted or cemented into place. This monument-style casing must be anchored at least 0.75 m in the ground (see schematic figure). The lock will be provided by the NRCan representative.

At the end of the work, the ground around the well within a radius of 1 m should be such that it will prevent the presence of stagnant water and minimize water infiltration in the immediate vicinity of the observation well.

The drilling company must have all the equipment (such as compressors, pumps, and agitators) to develop wells with one of these methods: air injection, piston, pumping/overpumping. This step aims at extracting from the geological formations the finest particles in order to obtain a monitoring wells in which water is clear, to the satisfaction of the NRCan representative. The method to be used will be approved first by the NRCan representative. The mean expected duration of development is one (1) hour. Well development will be billed per hour or fraction of the latter.

Downhole geophysical logging will be conducted in the boreholes, so no metallic components shall be used.

Of note, the abandonment of a borehole (e.g. due to breakdown of machinery or break of material) will be paid by the contractor. This borehole will have to be properly abandoned at the contractor's expense and to the satisfaction of the NRCan representative.

No reclamation for waiting time from the contractor will be accepted, unless this waiting time is necessary for borehole geophysical logging or is requested or agreed upon by NRCan.

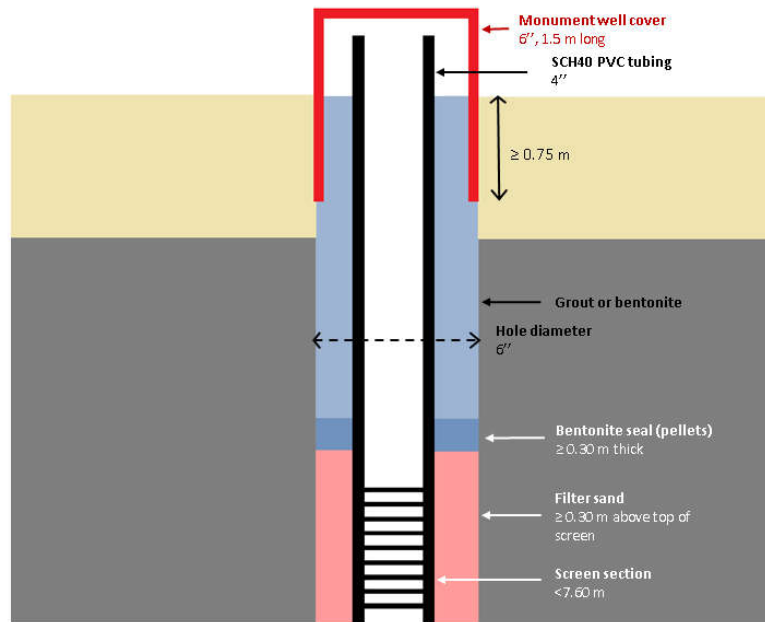


Figure 2: Schematic figure illustrating the monitoring well construction for the 50 m wells.

4.2 The contractor must also provide a log in which the following information will appear:

- borehole ID
- borehole coordinates: Easting (UTM, NAD 83) ; Northing (UTM NAD 83)
- borehole direction and dip
- name of the person that has supervised the drilling work
- surficial sediment cover (overburden) thickness
- borehole total depth
- any technical problems or anomaly encountered.

4.3 In addition, the contractor must provide a copy of the daily drilling reports to the NRCan representative in the field after each working day.

### **5. Other considerations**

Fieldwork will be carried out under the supervision of an NRCan representative.





**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 <b>must</b> submit a copy of their valid Class A drilling permit.		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<p><b>M2</b></p>	<p><b>EXPERIENCE – CV</b></p> <p><b>1. DRILLER:</b> The bidder <b>must</b> submit a detailed curriculum vitae (CV) of the driller that would be in charge of the drilling work.</p> <p>The CV <b>must</b> demonstrate that this person has at least five (5) years of experience in environmental drilling prior to the closing date.</p> <p>The CV <b>must</b> also show that that this person has carried out a minimum of two (2) projects in the Fox Creek area (AB).</p> <p><b>2. TEAM LEADER</b> The bidder <b>must</b> submit a detailed curriculum vitae (CV) of the team leader that would be in charge of this project.</p> <p>The CV <b>must</b> demonstrate that this person has at least five (5) years of experience in environmental drilling prior to the closing date.</p> <p>The CV <b>must</b> also show that that this person has carried out a minimum of two (2) multi-well projects in the Fox Creek area (AB).</p>		
<p><b>M3</b></p>	<p><b>DRILLING TECHNIQUE</b> The bidder <b>must</b> provide the dual-rotary rig vehicle registration to demonstrate that it will be used for this work.</p>		
<p><b>M4</b></p>	<p><b>NESTED WELL</b> If the bidder provides a financial proposal in regards to Table 2a (nested well), it <b>must</b> provide a proof that it has experience installing at least two (2) nested wells. For each project, the proof should include the following :</p> <ul style="list-style-type: none"> <li>• Date</li> <li>• Location</li> <li>• Short description</li> </ul>		



**APPENDIX 2 – FINANCIAL PROPOSAL FORM**

**1. PRICE OF THE BID**

Bidder tendered all-inclusive unit 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.

Table 1: Six wells x 50 m (dual-rotary)

Description	Estimated Quantity	Unit Firm Cost	Estimated Total
A. Cost for initial mob/demob of staff and equipment to carry out the drilling work (including cleaning up and restoration of the sites at the end)			_____ \$
B. Additional cost for mob/demob between sites (including cleaning up and restoration of the sites at the end)	5	_____ \$/site	_____ \$
C. Cost for drilling in rock (Paskapoo Formation)	258 m	_____ \$/m	_____ \$
D. Cost for drilling into overburden	42 m	_____ \$/m	_____ \$
E. Transportation of water for each well	6 wells	_____ \$/well	_____ \$
F. "Monument-style", lockable protective casing	6	_____ \$/protector	_____ \$
G. Conversion of boreholes into monitoring wells: cost for material (such as sand, grout and bentonite, 100 mm (4") SCH 40 PVC plain pipe and a 7.6 m slotted interval, steel surface casing), as well as installation.	6 x 50 m wells	_____ \$/50 m	_____ \$
H. Well development	6 hours	_____ \$/h	_____ \$
I. Waiting time during borehole geophysical logging	6 days	_____ \$/per day	_____ \$
<b>A + B + C + D + E + F + G + H + I = Total #1 for financial proposal evaluation (taxes extra) :</b>			_____ \$



Table 2a: One 100 m nested well (dual-rotary) including two piezometers (if applicable). Note: for the alternative cluster well use table 2b below)

Description	Estimated Quantity	Unit Firm Cost	Estimated Total
J. Additional cost for mob/demob to the site (including cleaning up and restoration of the site at the end)	1	_____ \$/site	_____ \$
K. Cost for drilling in rock (Paskapoo Formation)	93 m	_____ \$/m	_____ \$
L. Cost for drilling into overburden	7 m	_____ \$/m	_____ \$
M. Transportation of water for each well	1 well	_____ \$/well	_____ \$
N. "Monument-style", lockable protective casing	1	_____ \$/protect or	_____ \$
O. Conversion of the borehole into a monitoring <u>nested well (one 50 m deep and one 100 m deep)</u> : cost for material (such as sand, grout and bentonite, 50 mm (2") SCH 40 PVC plain pipe and two 7.6 m slotted interval, steel surface casing), as well as installation.	1 X 100 m well with 2 nested piezometers	_____ \$/well	_____ \$
P. Well development (for each piezometer)	2 hours	_____ \$/h	_____ \$
Q. Waiting time during borehole geophysical logging	2 days	_____ \$/per day	_____ \$
J + K + L + M + N + O + P + Q = <b>Total #2</b> for financial proposal evaluation (taxes extra) :			_____ \$



Table 2b: One 2-well cluster: 1 x 50 and 1 x 100 m (dual-rotary) (if applicable) Note: for the nested well use table 2a above)

Description	Estimated Quantity	Unit Firm Cost	Estimated Total
R. Additional cost for mob/demob to the site (including cleaning up and restoration of the site at the end)	1	_____ \$/site	_____ \$
S. Cost for drilling in rock (Paskapoo Formation)	136 m	_____ \$/m	_____ \$
T. Cost for drilling into overburden	14 m	_____ \$/m	_____ \$
U. Transportation of water	1 well x 50 m	_____ \$/well	_____ \$
	1 well x 100 m	_____ \$/well	
V. "Monument-style", lockable protective casing	2	_____ \$/protector	_____ \$
W. Conversion of the boreholes into two monitoring wells (one 50 m deep and one 100 m deep): cost for material (such as sand, grout and bentonite, 100 mm (4") SCH 40 PVC plain pipe and two 7.6 m slotted interval, steel surface casing), as well as installation.	1 cluster well including 1 x 50 m well and	_____ \$/well	_____ \$
	1 x 100 m well	_____ \$/well	_____ \$
X. Well development (for each well)	2 hours	_____ \$/h	_____ \$
Y. Waiting time during borehole geophysical logging	2 days	_____ \$/per day	_____ \$
<b>R + S + T + U + V + W + X + Y = Total #2b for financial proposal evaluation (taxes extra) :</b>			_____ \$



**OPTIONAL SERVICE**

Table 3: One well x 50 m (dual-rotary)

Description	Estimated Quantity	Unit Firm Cost	Estimated Total
Z. Additional cost for mob/demob to the site (including cleaning up and restoration of the site at the end)	1	_____ \$/site	_____ \$
AA. Cost for drilling in rock (Paskapoo Formation)	43 m	_____ \$/m	_____ \$
BB. Cost for drilling into overburden	7 m	_____ \$/m	_____ \$
CC. Transportation of water for each well	1 well	_____ \$/well	_____ \$
DD. "Monument-style", lockable protective casing	1	_____ \$/protector	_____ \$
EE. Conversion of boreholes into a monitoring well: cost for material (such as sand, grout and bentonite, 100 mm (4") SCH 40 PVC plain pipe and a 7.6 m slotted interval, steel surface casing), as well as installation.	1 x 50 m well	_____ \$/well	_____ \$
FF. Well development	1 hour	_____ \$/h	_____ \$
GG. Waiting time during borehole geophysical logging	2 days	_____ \$/per day	_____ \$
Z + AA + BB + CC + DD + EE + FF + GG = <b>Total #3</b> for financial proposal evaluation (taxes extra)			_____ \$

Total Bid Price for Evaluation Purposes according to article 4.2.1 <b>(Total #1 + Total #2a + Total #3)</b>	_____ \$
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OR

Total Bid Price for Evaluation Purposes according to article 4.2.1 <b>(Total #1 + Total #2b + Total #3)</b>	_____ \$
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