



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
The Cambridge Building
3 Queen Street/3, rue Queen
Charlottetown
Prince Edward Island
C1A 4A2

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

All enquiries are to be submitted in writing to the
Contracting Authority, Crystal Bysterveldt, either by
facsimile or by e-mail at:
crystal.bysterveldt@pwgsc.gc.ca.

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
The Cambridge Building
3 Queen Street/3 rue, Queen
PO Box 1268/CP 1268
Charlottetown
Prince Ed
C1A 4A2

Title - Sujet RISO - Floating Plant Dredging-PEI	
Solicitation No. - N° de l'invitation ED001-162651/A	Date 2016-03-07
Client Reference No. - N° de référence du client R.076467.005	GETS Ref. No. - N° de réf. de SEAG PW-\$PWC-024-3847
File No. - N° de dossier PWC-5-38230 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-23	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Bysterveldt, Crystal	Buyer Id - Id de l'acheteur pwc024
Telephone No. - N° de téléphone (902)940-7122 ()	FAX No. - N° de FAX (902)566-7514
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Real Property - Project Management PO BOX 1268 STN CENTRAL CHARLOTTETOWN Prince Edward Island C1A7M8 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) 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

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI12.

CONTRACT SECURITY

The offeror could be asked to provide Contract Security on call-ups. See SC04.

INTEGRITY PROVISIONS - OFFER

Important changes have been made to the Integrity Provisions - Offer as of July 3rd 2015. See GI01, Integrity Provision-Offer of R2710T of the General Instructions for more information

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GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2015-07-03) Integrity Provisions – Offer

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement" is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [*Ineligibility and Suspension Policy*](#).

"Affiliate" is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control" means

- a. direct control, such as where:
 - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - iv. the general partner of a limited partnership controls the limited partnership; and
 - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of

 - i. any securities of the entity that are beneficially owned by that person, and
 - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility" means not eligible for contract award.

"Suspension" means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Offerors must comply with the [Code of Conduct for Procurement](#) and be eligible for contract award under the [Ineligibility and Suspension Policy](#). In addition, Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the offer solicitations and resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting a offer, offerors confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined by the Minister of PWGS, after contract award, that the Offeror made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default.

3. List of Names

- a. Offerors who are incorporated, including those offering as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors offering as sole proprietorship, as well as those offering as a joint venture, must provide the name of the owner(s). Offerors offering as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Offeror must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting a bid, the Offeror certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Offeror, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting a offer, the Offeror certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

6. Canadian Offences Resulting in Legal Incapacity

By submitting a offer, the Offeror certifies that:

- a. it and the Affiliates of the Offeror have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](#) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
- i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
 - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).
7. Canadian Offences
By submitting a offer, the Offeror certifies that:
- a. the Offeror and the Affiliates of the Offeror have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
- i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
 - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
 - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
 - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
 - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
 - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in

or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).

8. Foreign Offences

By submitting a offer, the Offeror certifies that:

- a. the Offeror and its Affiliates have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - i. the court, before which the Offeror or its Affiliate appeared, acted within the court's jurisdiction;
 - ii. the Offeror or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud, and
 - iv. the Offeror or its Affiliate was entitled to present to the court every defense that the Offeror or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

9. Ineligibility for Contract Award

- a. The Offeror confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Offeror or its Affiliate is ineligible to be awarded a contract, subject to a Public Interest Exception.
- b. The Offeror confirms that it understands that it is ineligible for contract award where it has been so determined by the Minister of PWGS under the [Ineligibility and Suspension Policy](#) and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where a Offeror or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Offeror must provide with its offer the completed [Declaration Form](#), to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Offeror or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Offeror or an Affiliate of the Offeror has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.

- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Offeror or an Affiliate of the Offeror has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the offer submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Offeror or an Affiliate of the Offeror has been found responsible, as the case may be, in the last three years, from the offer submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Offeror or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](#);
- d. received a record of suspension ordered under the [Criminal Records Act](#); and
- e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.

13. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Offeror or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Offeror confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Offeror or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Offeror confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Offeror to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Offeror confirms that it understands that where it has concluded an Administrative

Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

17. Suspension of a Offeror

The Offeror confirms that it understands that the Minister of PWGS may suspend a Offeror from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Offeror has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Offeror has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Offeror by the Minister of PWGS.

18. Third Party Validation

The Offeror confirms that it understands that where it or any of the Offeror's Affiliates has been subject to a period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Offeror must provide by offer closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this offer non-responsive.

19. Subcontractors

The Offeror must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.

20. Public Interest Exception

The Offeror confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, Canada may enter in a contract with a Offeror, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
 - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
 - ii. the Offeror is the only person capable of performing the contract;
 - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
 - iv. not entering into the contract with the Offeror would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only enter into a contract with a Offeror under this subsection where the ineligible Offeror has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

GI02 (2014-03-01) Completion of Offer

1. The offer shall be
 - a. submitted on the Price proposal form;
 - b. based on the Offer Documents listed in the Special Instructions to Offerors;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Offeror; and
 - e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Price Proposal form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI03 (2007-05-25) Identity or Legal Capacity of the Offeror

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 (2013-04-25) Applicable Taxes

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

GI05 (2007-05-25) Capital Development and Redevelopment Charges

For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 (2010-01-11) Listing of Subcontractors and Suppliers

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI07 (2014-03-01) Submission of Offer

1. The Price Proposal form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
 - a. the offer shall be in Canadian currency;
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - a. Solicitation Number;
 - b. Name of Offeror;
 - c. Return address; and
 - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 (2011-05-16) Revision of Offer

1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the RFSO. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI09 (2013-04-25) Rejection of Offer

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI09, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
 - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f. i & ii GI09, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI09, Canada may reject any offer based on an unfavourable assessment of the
 - a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and

c. Offeror's performance on other contracts.

5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI09, other than subparagraph 2)(a) of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI10 (2010-01-11) Offer Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI11 (2012-07-16) Procurement Business Number

Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Offerors may register for a PBN in the Supplier Registration Information system on the [Contracts Canada](#) Web site. For non-Internet registration, Offerors may contact the nearest [Supplier Registration Agent](#).

GI12 (2013-04-25) Compliance with Applicable Laws

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

GI13 (2010-01-11) Approval of Alternative Materials

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

GI14 (2010-01-11) Performance Evaluation

1. Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's offering privileges on future work may be suspended indefinitely.
2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI15 (2011-05-16) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject a offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting a offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to (5) Standing Offers from date of award to January 31, 2017. The total dollar value of all Standing Offers is estimated to be (\$1,368,000.00) (HST included). Individual call-ups will vary, up to a maximum of (\$285,000.00) (HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 of the General Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

SI03 OFFER DOCUMENTS

1. The following are the offer documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Offerors;
 - c. General Instructions to Offeror's- Construction Services
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

Offers received by fax will be accepted as official.

GI07, add following paragraph;

5. Offers received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Price Proposal Form
- b. Must indicate
 - Request for standing offer number
 - Solicitation number
 - Offeror's name
 - Closing Date and Time
- c. Must be received before offer closing time at fax number (902) 566-7514)

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than (5) calendar days prior to the date set or solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

SI05 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Crystal Bysterveldt
Supply Officer
Public Works and Government Services Canada
Real Property Contracting
3 Queen Street
Charlottetown, PE
C1A 4A2

Telephone: (902) 940-7122
Facsimile: (902) 566-7514
E-mail address: crystal.bysterveldt@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

SI06 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI07 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI08 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (902) 566-7514.

SI09 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of (60) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI10 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2. of SI10 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors – Construction Services".

SI10 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors offering on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.

4. Signed certifications (Appendix 5) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.

5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 5.

If you accept fill out and sign Appendix 5

** The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

SI11 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from date of award to January 31, 2017.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$285,000.00 (Applicable Taxes included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a. The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.
 - b. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.

2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829.

4. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SOP05 STANDING OFFER RESPONSIBLES

Standing Offer Contracting Authority is :

Name : Crystal Bysterveldt
Title : Supply Officer
Department : Public Works & Government Services Canada
Division : Real Property Contracting
Telephone : 902-940-7122
e-mail : crystal.bysterveldt@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and it's revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

Standing Offer Technical Authority is :

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups. **Will be made available at time of award.

Name : _____
Title : _____
Department : _____
Division : _____
Telephone : ____ - ____ - _____
e-mail : _____

The selected contractor for the standing offer is :

Name : _____
Contact : _____
Address : _____
Telephone : ____ - ____ - _____
e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no documents safeguarding security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the insurance requirements of the Contract.
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.

- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC04 CONTRACT SECURITY

Subsequent Call-ups may require that the offeror provide contract security as described in clause R2890D of the Standard Acquisition Clauses and Conditions (SACC) manual. The clause can be consulted here; <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/8>

Also consult SOP03 Call-up Limitation for maximum Contract Security that could be asked for.

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the “call up” contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Price Proposal Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2015-07-09);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
 - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

APPENDIX 1 - PRICE PROPOSAL FORM

**Standing Offer
Floating Plant Dredging – Various Harbours, PEI
2016-2017**

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit (Taxes Excluded)	Estimated Total Price (Taxes Excluded)
1	35 20 23	Mobilization and Demobilization	Each	4		
2	35 20 23	Dredging	CMPM	50,000		
3	35 20 23	Additional Work Related to Dredging	Each	4	\$25,000.00	\$100,000.00
TOTAL					\$	

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

APPENDIX 3- SPECIFICATIONS & DRAWINGS

See attachments

APPENDIX 4 - EVALUATION PROCEDURES OR BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Appendix 1). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer. Responsive offers with the second, third, fourth and fifth lowest prices will then be ranked in that order. Canada reserves the right to issue up to five (5) Standing Offers.

Solicitation No. - N° de l'invitation
ED001-162651

Amd. No. - N° de la modif.
pwc024

Buyer ID - Id de l'acheteur
pwc024

ANNEX A - CERTIFICATE OF INSURANCE (Not required at offer closing)

**CERTIFICATE OF INSURANCE
Page 1 of 2**



Description and Location of Work
Public Works and Government Services Canada (PWGSC) has a requirement to establish a Regional Individual Standing Offer (RISO). Work under this Standing Offer Agreement consists of floating plant dredging when requested from date of award to January 31, 2017, at various public wharves and entrance channels at various locations on Prince Edward Island.

Contract No.
ED001-162651
Project No.
R.076467.005

Name of Insurer, Broker or Agent Address (No., Street) City Province Postal Code

Name of Insured (Contractor) Address (No., Street) City Province Postal Code

Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability	
				Per Occurrence	Completed Operations Aggregate
Commercial General Liability			\$	\$	
Umbrella/Excess Liability			\$	\$	
Marine Liability			\$		

I certify that the above policies were issued by insurers in the course of their insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) _____ Telephone number _____

Signature _____ Date D / M / Y _____

Solicitation No. - N° de l'invitation
ED001-162651

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu
pwc024

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
 - (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
 - (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.
- Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

