

Solicitation No. - N° de l'invitation
ED001-172817/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwc023

Client Ref. No. - N° de réf. du client
ED001-172817

File No. - N° du dossier
PEI-6-39193

CCC No./N° CCC - FMS No./N° VME

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI09.

CONTRACT SECURITY

The Offeror could be asked to provide Contract Security on call-ups. See SC05.

INTEGRITY PROVISIONS – OFFER

Changes have been made to the Integrity Provisions - Offer as of 2016-04-04. See GI01, Integrity Provision-Offer of the General Instructions for more information.

LISTING of SUBCONTRACTORS

As per GI06 you should provide using Annex B at Offer closing a list of Subcontractors that have 20% or more of the tendered price value.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

ADDITION OF PERFORMANCE EVALUATION-CONTRACT

Take note of the additional paragraph to be included in clause R2810D identified in SC03.

ADDITION OF TERMINOLOGY

Take note of the additional paragraph to be included in clause R2810D identified in SC04.

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ANNEX D FORM – DREDGES AND OTHER FLOATING PLANT

GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2016-04-04) Integrity provisions—Offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
2. Under the Policy, charges and convictions of certain offences against a Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement”; and
 - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*;
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. 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 a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 (2014-03-01) Completion of offer

1. The offer shall be

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- a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;
 - 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
 - i. 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 GI11, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance 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 Offer and Acceptance 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 (2015-02-25) 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 (2015-02-25) 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 (2015-02-25) Capital development and redevelopment charges

For the purposes of GC1.8, of R2810T "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 (2015-02-25) 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 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of

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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 Offer and Acceptance 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 "Invitation to Tender" 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 (2010-01-11) 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 solicitation. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to a 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 (2014-09-25) 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 GI11, 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 offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, 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 GI11, 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 a 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. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, 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 (2015-02-25) 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 (2015-02-25) Procurement Business Number

Offerors are required to have a Procurement Business Number (PBN) before Contract award. 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.

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2. For the purpose of validating the certification in paragraph 1) of G114, 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 G114 shall result in disqualification of the offer.

GI13 (2015-02-25) 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 an 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 an 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.

GI16 (2016-04-04) Code of Conduct for Procurement—offer

The Code of Conduct for Procurement provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the offer non-responsive.

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 five (5) Standing Offers, each for the period from date of award to January 31, 2018. The total dollar value of all Standing Offers is estimated to be \$2,392,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$250,000.00 (GST or 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 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.

2. 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 (xxx) xxx-xxxx)

SI03 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 five (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.

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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.

SI04 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

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

Alison Ellis-Herring
Supply Specialist
Public Works and Government Services Canada
Real Property Contracting
189 Prince William St.
Saint John, NB
E2B 2B9

Telephone: (506) 636-3908
Facsimile: (506) 636-4376
E-mail address: alison.ellis-herring@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.

SI05 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.

SI06 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.

SI07 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 SI09 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 SI09 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 G109 "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. 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. 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 journey-person-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.*

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SI12 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, 2018.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of (\$250,000.00) (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 callup.
 - 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.

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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.
3. 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: Alison Ellis-Herring

Title: Supply Specialist

Department: Public Works and Government Services Canada

Division: Acquisitions Branch

Telephone: (506) 636-3908

E-mail : alison.ellis-herring@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and its 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.

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 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.

SC02 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.

SC03 PERFORMANCE EVALUATION-CONTRACT

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:

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- a. quality of workmanship
- b. time
- c. project management
- d. contract management
- e. health and safety

2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:

- a. unacceptable: 0 to 5 points
- b. not satisfactory: 6 to 10 points
- c. satisfactory: 11 to 16 points
- d. superior: 17 to 20 points

3. The consequences resulting from the performance evaluation are as follows:

- a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
- b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
- c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPEF), is used to record the performance.

SC04 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“Architectural and Engineering Services”:

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

“Construction Services”:

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”:

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

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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	(2016-04-04);
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	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	R2884D	(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.

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APPENDIX 1 PRICE PROPOSAL FORM

BA01 IDENTIFICATION

Floating Plant Dredging
Various Harbours, Prince Edward Island
2017-2018

BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 THE OFFER

- 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 Measure	Estimated Quantity	Unit Price	Total Price
1	35 20 23	Mobilization and demobilization	Each	6	\$	\$
2	35 20 23	Dredging	CMPM	80,000	\$	\$
3	35 20 23	Additional Work related to Dredging	Allowance			\$100,000.00
Total Estimated Amount used for Evaluation						\$

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.

BA04 OFFER VALIDITY PERIOD

The offer shall not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

BA05 SIGNATURE

Name and title of person authorized to sign on behalf of Offerer (Type or print)

Signature

Date

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APPENDIX 3 SPECIFICATIONS AND DRAWINGS

See attachments

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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.

Right of First Refusal Basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest ranked offer 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.

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APPENDIX 5 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months as included at Annex A

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex A

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ANNEX B LISTING OF SUBCONTRACTORS

- 1) In accordance with GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services, the Offeror should provide a list of Subcontractors with his Offer.
- 2) The Offeror should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Offer Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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ANNEX C
CERTIFICATE OF INSURANCE (Not required at offer closing)

(2 Pages as attached)

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ANNEX D
FORM – DREDGES AND OTHER FLOATING PLANT

(2 Pages as attached)

CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Floating Plant Dredging, Various Locations, PEI	Contract No.
	Project No.

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	Annual General Aggregate	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

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.

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.



BID AND ACCEPTANCE FORM FLOATING PLANT

DREDGES AND OTHER FLOATING PLANT

I/We declare that I/We have the following named plant for the performance of the Work and that the capacity as stated below applies to the materials and conditions specified for this project. I/We understand that the award of a contract by Public Works and Government Services Canada does not imply agreement with the claimed capacity but only confirms that the equipment meets the requirements of the floating plant clause as outlined below.

Name of Dredge		Official Registry No.	
*Type of Dredge	Capacity per Hour m3sm or m3pm	Length x Breadth m	
Draft m	Maximum Working Depth m	Minimum Working Depth m	
No. of Scows		Capacity of Each	
Tug	Official Registry No.	Length x Breadth x Draft m	
Name of Dredge		Official Registry No.	
*Type of Dredge	Capacity Per Hour m3sm or m3pm	Length x Breadth m	
Draft m	Maximum Working Depth m	Minimum Working Depth m	
No. of Scows		Capacity of Each	
Tug	Official Registry No.	Length x Breadth x Draft m	

*** Note:** The Bidder will state whether the dredges are of dipper, backhoe, clamshell, orange peel, cutter suction or trailing suction hopper type.

Dredges or other floating plant used to perform the Work on this dredging project shall be on Canadian registry and of Canadian make or manufacture. A bidder with dredges or other floating plant not of Canadian make or manufacture is required to obtain a certificate of qualification in that respect from Industry Canada prior to submitting a bid and a true copy of such certificate shall be included with the bid documents. A request for a certificate of qualification shall be directed to: Director

Space and Marine Directorate
Room: 709C, CD Howe Building
235 Queen Street
Ottawa, Ontario
K1A 0H5
Telephone: (343) 291-2107
Email: marine@ic.gc.ca

and must be received by that official not less than fourteen (14) days prior to the closing date for the submission of bids. Floating plant qualified by Industry Canada may be accepted to perform the Work on this dredging project. Requests for certificates of qualification may be submitted in the form annexed hereto.



BID AND ACCEPTANCE FORM FLOATING PLANT

REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

The Bidder will use a separate sheet for each unit of floating plant.

1. Name and Address of Owner	
2. Name and Address of Operator	
3. Name of Unit	
4. Canadian Registry No.	5. Type of Unit (dredge, tug, scow, pontoon, etc.)
6. Date of Canadian Registry	7. Date Unit Originally Built
8. Shipyard Where Unit Originally Built	
9. Record of work done to unit in Canada. For each major job show:	
Date	Shipyard
Type of Work	Cost
Country of Origin of Equipment Installed	

10. If unit has changed ownership show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

CORPORATE SEAL

Signature

Date