



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Démantèlement Kathryn Spirit	
Solicitation No. - N° de l'invitation EE517-180542/B	Date 2017-06-22
Client Reference No. - N° de référence du client EE517-180542	
GETS Reference No. - N° de référence de SEAG PW-\$QCM-009-17145	
File No. - N° de dossier QCM-7-40071 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-08	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Thellend, François	Buyer Id - Id de l'acheteur qcm009
Telephone No. - N° de téléphone (418) 649-2889 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Beauharnois (Québec)	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

TPSGC-PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée Voir doc.	Delivery Offered - Livraison proposée
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

**DISMANTLEMENT OF THE M/V KATHRYN SPIRIT, REMOVAL OF THE
TEMPORARY EMBANKMENT AND SITE REHABILITATION
BEAUHARNOIS (QUEBEC)**

IMPORTANT NOTICE TO BIDDERS

****** ACCESS TO THE VESSEL ******

Given the very deteriorated condition of the vessel, bidders are prohibited from boarding. To palliate for this prohibition, the vessel's plans and a series of reports produced in relation to its condition and content are provided in Annex A of the Statement of Work.

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions to Bidders.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2017-04-27. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

LISTING of SUBCONTRACTORS

As per GI07 of R2710T you should provide using Annex 3 at Bid closing a list of Subcontractors that have 20% or more of the proposal price value.

ADDITION OF PERFORMANCE EVALUATION-CONTRACT

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

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Bid Documents
- SI03 Inquiries During the Solicitation Period
- SI04 Site Visit
- SI05 Submission of Bid
- SI06 Revision of Bid
- SI07 Opening of Bids / Evaluation
- SI08 Mandatory Requirements
- SI09 Completion of Submission
- SI10 Debriefings
- SI11 Bid Validity Period
- SI12 Web Sites

R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-04-27)

The following sections of clause R2710T are set out in Web site;

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

Solicitation No – N° de l'invitation
EE517-180542/A
Client Ref No. – N° de réf. du client
R.086749.100

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-7-40071

Buyer ID – id de l'acheteur
QCM009

SUPPLEMENTARY CONDITIONS (SC)

SC01 Industrial Security Requirements
SC02 Insurance Terms
SC03 Performance Evaluation-Contract
SC04 Interpretation
SC05 Replacement of Specific Individuals

CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

BA01 Identification
BA02 Business Name and Address of Bidder
BA03 The Offer
BA04 Bid Validity Period
BA05 Acceptance and Contract
BA06 Construction Time
BA07 Bid Security
BA08 Signature

APPENDIX 1 PRICE FORM

APPENDIX 2 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY AND CONTRACTOR'S KEY PEOPLE

APPENDIX 3 CERTIFICATE OF INSURANCE

APPENDIX 4 STATEMENT OF WORK

ANNEX 1 IDENTIFICATION OF THE BIDDER, TEAM MEMBERS AND KEY PEOPLE FORM

ANNEX 2 INTEGRITY PROVISIONS

ANNEX 3 LISTING OF SUBCONTRACTORS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a contractor to provide the services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete bid - refer to SI05 'Submission of Bid'.

SI02 BID DOCUMENTS

1. The following are the bid documents:
 - a. Request for Proposal - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2017-04-27)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Statement of Work;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is 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/5/R>

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Request for Proposal - Page 1, at e-mail address **francois.thellend@tpsgc-pwgsc.gc.ca** as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than **five (5) calendar days** prior to the date set for 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 Bidders, 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 bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for Proposal - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI04 SITE VISIT

There will be a site visit on **July 12, 2017**. Interested bidders are to meet at **9:00 AM** at the security booth located at the following address:

61 Melocheville Blvd.
Beauharnois (Quebec)
J6N 0P6

The schedule is as follows:

09:00 AM - Safety instructions
09:30 to 10:30 AM – Site visit
11h00 to 12h00 AM – Meeting

Individuals participating in the site visit should provide appropriate clothing, but at least: construction vest, security boots, security glasses, security helmet and flotation vest.

Bidders are requested to contact the contracting authority by email at françois.thellend@tpsgc-pwgsc.gc.ca prior to the site visit to confirm their attendance. They should provide the contracting authority, in writing, with a list of representatives of their companies who will attend the visit and the preferred language of interaction (English or French) by **July 10**. PWGSC reserves the right to limit the number of participants to two (2) persons per bidder.

It is recommended that bidders who intend to submit a bid attend the site visit or send a representative. However, any questions, answers, clarification or information affecting the RFP will be shared to all in the form of an amendment. Bidders that did not participate to the site visit may still submit a bid.

SI05 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure. Both envelopes (technical bid and financial bid) shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Request for Proposal" for the receipt of the bids, namely:
Bid Receiving - PWGSC
1550, D'Estimauville Avenue
Quebec City (Quebec)
G1J 0C7

The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:

- a. Solicitation Number;
- b. Name of Bidder;
- c. Return address; and
- d. Closing Date and Time.

3. The **Technical Bid**, which includes the Bidder Team Identification Form and the Contractor's technical proposal, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. **ENVELOPE 1 – TECHNICAL BID;**
 - b. Solicitation Number; and
 - c. Name of Bidder.
4. The **financial bid**, which includes the Bid and Acceptance Form (BA), the price table of appendix 1 (price form) and the Bid Security, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. **ENVELOPE 2 – FINANCIAL BID;**
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI06 REVISION OF BID

Paragraphs 1 and 3 of GI10 of R2710T are replaced by the following;

A bid submitted in accordance with these instructions may be revised by physically delivering a new price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- a. **REVISED ENVELOPE 2 – FINANCIAL BID,**
- b. Solicitation Number, and
- c. Name of Bidder

SI07 OVERVIEW OF THE BID EVALUATION METHOD

1. Technical components of all responsive Technical Bid are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) and a Canadian Coast Guard (CCG) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Scores specified in the Submission Requirements and Evaluation section of the RFP (SI08) will be further considered.
3. The Financial Bid envelope of all responsive proposals are opened upon completion of the technical evaluation.
4. The cost-per-point ratio will be established and the Evaluation Committee will recommend contacting first the bidder who has obtained the lowest cost-per-point ratio for the performance of the work. Please refer to Section 4 of the Proposal Submission and Evaluation Requirements section of the RFP (SI08).
5. PWGSC normally expects to advise in writing unsuccessful Bidders within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.

SI08 SUBMISSION REQUIREMENTS AND EVALUATION

1.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

- Submit one (1) bound original copy of the Financial Bid
- Submit one (1) bound original plus five (5) bound copies of the Technical Bid
- Paper size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 10 point Arial or equal
- Minimum margins - 12 mm left, right, top, and bottom
- Double-sided submissions are preferred
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal, paragraph SI08 2.2 (Rated Requirements).

1.2 Specific Requirements for Proposal format

The maximum number of pages (including CV, text and graphics) to be submitted for the Rated Requirements under SI08 2.2 is **forty (40) pages**.

The following are not part of the page limitation mentioned above;

- Covering letter
- Identification of the Team Member (Annex 1)
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Financial Bid

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will be excluded from the evaluation of the Evaluation Board committee.

2.1 MANDATORY REQUIREMENTS

Upon submitting bids, the bidder must fulfil the mandatory requirements listed below and provide the information and documents needed for demonstrating that it fulfils those requirements. Any bid that does not fulfil one or another of those mandatory requirements shall be declared non-compliant.

Mandatory requirements	Reference	Submission envelope
Bid Security	<p>With its bid, the bidder must include a bid security in the form of a bid bond or a guarantee deposit.</p> <p>See section GI08 “Bid security requirements” of clause R2710T (2017-04-27), available at: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/18</p>	Financial bid
Identification of the bidder, team members and key people	<p>The members of the bidder's project team are as follows:</p> <ol style="list-style-type: none"> 1) Project director 2) Superintendent 3) Environmental representative 4) Health and safety representative 5) Naval architect 6) Geotechnical engineer <p>It is mandatory for the project director, superintendent, environmental representative, and health and safety representative to be directly employed by the bidder. The naval architect and the geotechnical engineer can be sub-contracted resources.</p> <p>Both the geotechnical engineer and the naval architect, at the time of performing the work, must hold a permit from the <i>Ordre des ingénieurs du Québec</i> (OIQ) and must be registered as members of the OIQ. The OIQ permit can be temporary if it is obtained specifically to work on this project and covers the entire period during which the services must be rendered.</p> <p>The naval architect must have a university degree in that specific discipline.</p> <p>Information required - name of the company and of the key people to be assigned to carrying out the project.</p> <p>For a joint venture, indicate its existing or proposed legal form.</p> <p>An example of a (typical) acceptable form for submitting information identifying the team members is given in Annex 1.</p>	Technical bid

2.2 RATED REQUIREMENTS

2.2.1 Bidder's accomplishments

Describe the bidder's accomplishments and experience in previous projects.

The bidder must submit one (1) project undertaken and completed during the ten (10) years prior to the closing date of the request for proposals for **each of the four (4) project categories** identified below (for a total of four (4) projects). Only the first four (4) projects submitted in order will be reviewed, and all the other will not receive consideration as if they had not been submitted.

Information that should be provided for each project:

- Project category for which the project is being submitted
- Objectives and brief description of the project (scope of the services rendered and objectives, limitations and deliverables)
- Clearly indicate how the submitted project is **comparable/relevant/similar** to the project as detailed in the statement of work attached to this RFP.
- Describe how the scope, quality, issues and risks were managed in order to meet the client's expectations (give specific examples that relate to the current project and describe the risk management system).
- Budget control and management - i.e. price of the contract and definitive construction cost - explain any gaps
- Control and management of project schedules - i.e. initial schedule and revised schedule - explain any differences (be sure to clearly indicate the date when the project was completed).
- Client references - name, address and phone and fax numbers of clients whose names are provided as a reference for work performance - references may be checked (to validate the accuracy of the information provided).
- Names of the key people responsible for carrying out the project.
- Awards of excellence received.

The bidder must have knowledge of the projects submitted. Previous project experience of entities other than the bidder's own will not be considered during evaluation unless the entities are part of the bidder's joint venture.

Please indicate the projects that were carried out as part of a joint venture and the responsibilities of each member entity of that joint venture in each project.

Project categories in which the bidder must demonstrate that it has previous experience:

1) Complex demolition project

The bidder must demonstrate its experience in this area by providing an example of a complex demolition project. In the context of this request for proposals, among what is meant by complex demolition project for a structure are large-scale projects involving:

- major instability issues;
- the introduction of elaborate monitoring measures;
- a tight deadline context;
- work arrangement to be adapted to changing parameters;
- performance limitations of various types;
- interaction of specialists from different disciplines;
- etc.

2) Construction or demolition project carried out in a coastal environment

In the context of this request for proposals, coastal environment refers to that part of the bed of a lake or watercourse that extends from the high water mark to the centre of the lake or watercourse.

The high water mark refers to the place where it goes from a predominance of aquatic plants to a predominance of land plants or the place where the land plants stop when heading toward the body of water. If the information is available, the two (2)-year flood limit. The bidder must demonstrate its experience in this area by providing an example of a project in which the latter had to consider the sensitive, dynamic aspect of the coastal environment.

3) Hazardous materials management

In the context of this request for proposals, a hazardous material is any material that, because of its properties, poses a hazard to health or the environment and may be explosive, gaseous, flammable, toxic, radioactive, corrosive, oxidizing or leachable as well as any material or object deemed to be a hazardous material according to the applicable regulations. Hazardous materials management involves applying the main regulatory provisions for all those materials. The bidder must demonstrate its experience in this area with a project that required handling and disposing of hazardous materials. The bidder must demonstrate that the project required handling and disposing of at least four of the items listed in table 1.0 of the Lloyd's report ((Lloyd's. 2017. Inventory_hazardous_materials; Appendix A of the statement of work), and one of those materials must be asbestos.

4) Environmental protection

In the context of this request for proposals, environmental protection involves all measures that can be put in place with the aim of mitigating, even eliminating, the negative impact of human activities on the environment. The environmental protection measures must comply with the legislation in effect. The bidder must demonstrate its experience in this area with a project that required implementing mitigation measures, recommended by government authorities, specific to the conditions of a sensitive environment into which the project fit.

2.2.2 Achievements of key people

The goal is to show that the proposed key people have the abilities, experience and competencies required to provide the services described in the specifications. The "key people", described below, are the individuals the bidder will use to perform the services.

Describe the experience and the competencies of the key people to be used to perform this project, independent of their previous association with the current bidder's company. This is an occasion to promote the team members' strong points and to highlight their responsibilities, commitments and previous achievements.

For each of the following key people, show the experience acquired for the same position and for an identical role, in previous projects. The key people are:

- 1) Project Director
- 2) Superintendent
- 3) Environmental Representative
- 4) Health and Safety Representative
- 5) Naval Architect
- 6) Geotechnical Engineer

These key people must have a minimum of ten (10) years' experience in performing the duties related to each of these positions (see task description associated with the duties below). Each of the key positions must be occupied by a different person.

REMINDER: The Project Director, Superintendent, Environmental Representative and the Health and Safety Representative must be directly employed by the bidder. The Naval Architect and the Geotechnical Engineer can be subcontracted resources.

The bidder must provide the CV for each key person in order to raise the following points:

- The proposed resource was employed by which company and for how long.
- Number of years of experience in performing the duties related to the key position for which the resource is proposed.
- Occupational certifications.
- Description of accomplishments, achievements and merit awards earned by the proposed resource.

Furthermore, for each key person, present two (2) projects performed and completed over the ten (10) years preceding the closing date for the request for proposal. To do so, describe the successes, achievements, expertise, roles and responsibilities as well as the level of participation for each of the key staff members in the previous projects.

Information that must be included for each project and for each key person:

- Objectives and brief description of each project; the narrative portions must include a discussion on the approach employed to respect the spirit of the project and overcome the challenges and issues.
- Role and responsibilities. Specify whether they were undertaken alone or jointly with someone else. Also specify if they were involved for the whole project or for a specific part (in which case specify what part).
- Clearly indicate how each project is **comparable/relevant/similar** to the project as detailed in the SOW appended to this RFP.
- Budget control and management.
- Control and management of project schedules.
- References from clients - name, address and telephone and fax numbers from clients given as reference for the performance of the work - the references may be verified (for validating the exactness of the information provided).

Please note that for the purposes of this request for proposal, the description of the tasks associated with each position occupied by a key person is as follows:

1) Project Director

The project director is the contractor's senior representative and has the primary responsibility for the implementation of the work. He or she is responsible for completing the project. The project director is responsible for:

- Steering the project: Within the framework set by the contracting authority and in agreement with the project team, he or she ensures compliance with the specifications in the statement of work, timeframes, budget and quality standards.
- Guiding the project through all its phases.
- Providing continuous leadership and supervising the interactions between the superintendent and the project team (geotechnical engineer, naval architect, health and safety representative as well as the environmental representative).
- Making the required decisions regarding any significant problems and the mitigation of elevated risks.
- Making sure that the superintendent undertakes proper planning and implementation,

taking into account the size, complexity, visibility of the risks and the administrative needs of the project.

- Anticipating the impacts, limitations and issues: He or she makes sure that the impacts from changes are properly taken into account and provides effective guidance in order to respond to issues and mitigate risks.
- Ensuring the implementation of the quality management plan throughout the project in compliance with the ISO 9001-2015 standard:
- Leading the change and ensuring efficient and timely decision-making: He or she makes the necessary decisions while respecting the imperatives, objectives and limitations, making sure these decisions are in line with the issues and objectives set by the contracting authority.
- The project director makes sure that:
 - The work is undertaken in accordance with trade practices (quality standards, methods, techniques, regulations);
 - The work is compliant with the project framework (budgets, timeframes, response to needs);
 - All of the impacts on the various functions of the enterprise or organization are properly identified and taken into account;
 - Any potential difficulties are properly identified and anticipated sufficiently early;
 - The risks are evaluated and understood and avoidance measures are taken;
 - Solutions are proposed for decision-making along with sufficient supporting arguments (benefits, disadvantages, scenarios, impacts, etc.).
- He or she also makes sure to list the decisions to be made in order of importance based on the issues (management of priorities).

2) Superintendent

The superintendent ensures the work proceeds properly and is monitored daily. He or she is responsible for worksite mobilization, initial operation and demobilization. He or she plans, coordinates and supervises all worksite operations pertaining to the contract, working closely with the geotechnical engineer, naval architect, health and safety representative as well as the environmental representative.

Main tasks:

- Makes sure that all subcontractors fulfil their obligations and meet the requirements of their contract;
- Coordinates the worksite activities;
- Prepares the worksite reports;
- Completes the checklists;
- Informs the project director of the progress made in the activities and any necessary adjustments to the work schedule;
- Receives the materials delivered to the worksite;
- Coordinates and supervises the temporary storage of materials at the worksite as well as their removal;
- Ensures the continuity and verification of work quality;
- Eliminates all deficiencies in order to gain the provisional and final acceptance of the project;
- Works in collaboration with the health and safety representative to organize the worksite.

3) **Environmental Representative**

Supporting the project director and working closely with the superintendent, the geotechnical engineer, the naval architect and the health and safety representative, the environmental representative must:

- Participate in the analysis and evaluation of the approaches and options for completing the project.
- Develop, coordinate and monitor the work plans and programs to ensure compliance with all the environmental requirements in the Contract.
- Ensure compliance with Contract drawings and specifications related to environmental protection, compliance with standards and environmental policies, monitoring of the mitigation measures implementation and compliance with the requirements prescribed in the permits and approvals obtained for this project.
- Supervise and coordinate the project's environmental team, which includes the professionals, technicians and subcontractors, throughout the duration of the project. He or she has the authority to stop the work at any time and to require any necessary corrective measures to achieve the objectives.

4) **Health and Safety Representative**

The health and safety representative is the person assigned by the contractor to fulfil the responsibilities under the *Canada Occupational Health and Safety Regulations* and any other applicable federal or provincial health and safety regulations and/or legislation. His or her role is to reduce and control industrial risks at the worksite. Working closely with the superintendent, geotechnical engineer, naval architect and environmental representative, the health and safety representative must:

- Assess the inherent risks and dangers of the worksite;
- Prepare a worksite-specific prevention program;
- Prepare a contingency plan;
- Provide the contractor's health and safety policy;
- Be responsible for the contractor's occupational health and safety training sessions and make sure that only people who have completed this training have access to the worksite to undertake any of the work.
- Be responsible for implementing, ensuring close compliance with and monitoring the health and safety plan prepared for the worksite by the contractor.
- Inspect the work and ensure compliance with all the regulatory requirements as well as those indicated in the contractual documents or the prevention program.
- He or she has the authority to stop the work at any time and to require that all necessary corrective measures be taken to resolve any health and safety issue.

5) **Naval Architect**

For this project, the services of a naval architect are required to ensure the safety of the workers and compliance with the environmental requirements. To achieve this, he or she will, under the supervision of the project director, work closely with the superintendent and geotechnical engineer, as well as with the environmental representative and health and safety representative.

In addition to determining the sequence for the safe dismantling of the vessel, the naval architect must act anytime there is a (planned, observed or expected) change in conditions of any kind that might have an impact on the stability of the vessel and/or embankment.

Among other things, he or she must:

- Foresee the movements of the *M/V Kathryn Spirit*, whether from the dismantling of the vessel, the sliding of part of the embankment, variations in water level or any other cause;
- Quantify the thrust of the *M/V Kathryn Spirit* on the embankment resulting from the expected movements of the vessel;
- Identify the means to be implemented so that the expected movements of the vessel (both in terms of the scope and speed at which they occur) and the possible free surface effects remain within safe limits for workers;
- When required, determine the adjustments to be made to the vessel's ballast and/or the means of providing lateral restraints to the vessel to ensure the safety of the workers and protect the environment as well as not damage the neighbouring barge.

For all interventions, the naval architect must precisely provide any information required and, if applicable, the appropriate way of getting it. He or she must then ensure that the information received is adequate, complete and up to date. In addition to observed conditions, he or she must take into account forecasts for weather, waves, ice and water levels.

6) Geotechnical Engineer

For this project, the services of a geotechnical engineer are required to ensure the safety of the workers and compliance with the environmental requirements. To achieve this, he or she will, under the supervision of the project director, work closely with the superintendent and naval architect, as well as with the environmental representative and health and safety representative.

In addition to determining the sequence for the safe dismantling of the vessel, the geotechnical engineer must act anytime there is a (planned, observed or expected) change in conditions of any kind that might have an impact on the stability of the vessel and/or embankment. Among other things, he or she must:

- Make sure that the load-bearing capacity of the embankment is sufficient for supporting loads produced by, among other things:
 - The Contractor's machinery and equipment (loads, vibrations, etc.);
 - The vessel's thrust (provided by the naval architect);
 - A difference in hydrostatic pressure on both sides of the embankment;
 - Waves and ice.
- Foresee the behaviour of the embankment and the load-bearing capacities that will result from the vessel's movements anticipated by the naval architect;
- Determine the corrections to be made to the embankment and/or the ways of reducing the loads on the embankment to ensure the safety of the workers and protection of the environment.

For all interventions, the engineer must precisely provide any information required and, if applicable, the appropriate way of getting it. He or she must then ensure that the information received is adequate, complete and up to date. In addition to observed conditions, he or she must take into account forecasts for weather, waves, ice and water levels.

2.2.3 Understanding of the Project

It would be in the best interest of the bidder to demonstrate its understanding of the project objectives, technical requirements, limitations, challenges and issues that will have an impact on the work methodology.

Information that should be provided:

- Description of the project's general goals and objectives, limitations, challenges, issues, technical and environmental requirements;
- Highlight the relative importance of the elements from the previous point and indicate which ones have the greatest impact on the choice of methods and means to be used to complete the work.
- In light of the methods and means planned by the bidder, indicate how these will make it possible to achieve the project's goals and objectives. Indicate how these methods and means are properly adapted to the project's limitations, challenges, issues and requirements (technical and environmental).

2.2.4 Scope of Services

It would be in the bidder's best interest to demonstrate its ability to provide all the services required, to meet the project's challenges, issues and requirements and to provide an action plan.

Information that should be provided:

- Description of the scope of services - detailed list of services;
- Work plan - detailed description of the tasks and products to be delivered;
- Project schedule - present a proposed work schedule;
- Describe the scheduling and explain how the timeframes will be managed during the project;
- Risk management strategy (including the environment and hazardous materials);
- Description of the quality control method and explain how this control will take place during the project.

2.2.5 Service Management

It would be in the best interest of the bidder to provide explanations regarding the following:

- How it expects to provide all the required services, overcome the challenges, issues and requirements for the project and comply with the limitations;
- Service management modalities in order to ensure the continuity and standardization of the control as well as the production and effectiveness of communications;
- The team structure;
- The team management method.

The bidder must also identify the subcontractors and specialists required for completing the bidder's project team. If the bidder proposes to provide multidisciplinary services that could normally be provided by a subcontractor, it must indicate so here.

Information that should be provided:

- Confirm the composition of a complete project team, including, in addition to key personnel, the other subcontractors and specialists, as well as their role in the project;
- Organizational chart indicating the titles of positions and the names of the incumbents;
- The availability and involvement (hours/week) of the key personnel in the project's execution;
- Description of an action plan for the services with the implementation strategies and the order of execution of the main activities; and

- Communication strategies.

2.3 EVALUATION AND RATING

First, the envelopes containing the price bids will not be opened. Only the technical aspects of the bids that are receivable will be examined, assessed and rated by an evaluation committee in accordance with the following in order to establish the technical ratings:

Evaluation Criteria	Score	Weighting	Maximum Mark	Minimum Mark Required
2.2.1 – Bidder’s Accomplishments				
Project 1 – Complex demolition project	0-10	6	60	
Project 2 – Construction or demolition project completed in a coastal environment	0-10	6	60	
Project 3 – Management of hazardous materials	0-10	6	60	
Project 4 – Environmental protection	0-10	6	60	
Subtotal 2.2.1:			240	144
2.2.2 - Experience of the Bidder’s Key Personnel				
Project director’s experience	0-10	1	10	
Project director – Project 1	0-10	3.5	35	
Project director – Project 2	0-10	3.5	35	
Superintendent’s experience	0-10	1	10	
Superintendent – Project 1	0-10	3.5	35	
Superintendent – Project 2	0-10	3.5	35	
Geotechnical engineer’s experience	0-10	1	10	
Geotechnical engineer – Project 1	0-10	3.5	35	
Geotechnical engineer – Project 2	0-10	3.5	35	
Naval architect’s experience	0-10	1	10	
Naval architect – Project 1	0-10	3.5	35	
Naval architect – Project 2	0-10	3.5	35	
Environmental representative’s experience	0-10	1	10	
Environmental representative – Project 1	0-10	3.5	35	
Environmental representative – Project 2	0-10	3.5	35	
Health and safety representative’s experience	0-10	1	10	
Health and safety representative – Project 1	0-10	3.5	35	
Health and safety representative – Project 2	0-10	3.5	35	
Subtotal 2.2.2:			480	288
2.2.3 – Project Understanding				
Description of the project’s general goals and objectives, limitations, challenges, issues, technical and environmental requirements;	0-10	8	80	
Highlight the relative importance of the elements from the previous point and indicate which ones have the greatest impact on the choice of methods and means to be used to complete the work.	0-10	14	140	

Evaluation Criteria	Score	Weighting	Maximum Mark	Minimum Mark Required
In light of the methods and means planned by the bidder, indicate how these will make it possible to achieve the project's goals and objectives. Indicate how these methods and means are properly adapted to the project's limitations, challenges, issues and requirements (technical and environmental).	0-10	14	140	
Subtotal 2.2.3:			360	216
2.2.4 – Scope of Services				
Description of the services	0-10	2	20	
Work plan	0-10	2	20	
Timeframes	0-10	1.5	15	
Scheduling	0-10	2	20	
Risk management	0-10	2.5	25	
Quality control	0-10	2.5	25	
Subtotal 2.2.4:			125	75
2.2.5 – Service Management				
Description of the team	0-10	2.5	25	
Organizational chart and reporting relationships	0-10	2	20	
Availability and involvement of key personnel	0-10	3	30	
Action plan	0-10	2.5	25	
Communication strategies	0-10	2.5	25	
Subtotal 2.2.5:			125	75
TOTAL TECHNICAL RATING Total of subtotals 2.2.1 to 2.2.5:			1330	798

Generic Evaluation Table

The Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet results requirements	Little capability to meet results requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To have their bid examined further, the bidders **must** get at least sixty percent (60%) of the points available for **each** of the rating requirements (articles 2.2.1 to 2.2.5).

The bids from bidders who do not receive a passing mark of sixty (60) percent of the points for any one of the rating requirements (articles 2.2.1 to 2.2.5) will not be examined further.

3 PRICE EVALUATION

All the financial price bid envelopes corresponding to the receivable bids that received the minimum of sixty percent (60%) of the available points will be opened following the technical evaluation.

4 SELECTION METHOD

The price proposed by the bidder will be divided by the total technical rating in order to establish the cost per point of the bid. The Evaluation Committee will recommend communicating first with the bidder whose receivable bid offers the lowest overall cost per point ratio for the awarding of the contract. In the event of a tie, the bidder who has proposed the lowest overall price will be recommended by the Evaluation Committee. The table below provides a breakdown of the evaluation and the points corresponding to each technical criterion.

For example:

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Technical mark	800 / 1000	650 / 1000	580 / 1000	740 / 1000
Minimum mark	600	600	600	600
Success/Fail	Success	Success	Fail	Success
Price	\$18,000,000	\$13,000,000	-	\$16,000,000
Cost per point	\$22,500	\$20,000	-	\$21,621.62
Ranking	3	1	Disqualified	2

SI09 COMPLETION OF SUBMISSION

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

SI10 DEBRIEFING

Should a Bidder desire a debriefing, the Bidder should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

SI11 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI11 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI11 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either

- a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the Request for Proposal.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

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:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

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>

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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>

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY REQUIREMENTS

There is no industrial security requirement applicable to this Contract.

SC02 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 from the date of contract award and be maintained throughout the duration of the Contract.
- (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 bid, 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.

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:
 - 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 (CPERF), 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.

SC05 REPLACEMENT OF SPECIFIC INDIVIDUALS (A7017C)

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions	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	R2882D	(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 bid 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 bid; and acceptance of the bid; 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/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Solicitation No – N° de l'invitation
EE517-180542/A
Client Ref No. – N° de réf. du client
R.086749.100

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-7-40071

Buyer ID – id de l'acheteur
QCM009

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Dismantlement of the M/V Kathryn Spirit, removal of the temporary embankment and site rehabilitation, Beauharnois (Quebec)

Project R.086749.100

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-Mail address: _____

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **one hundred (100) days** following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONTRACT PERIOD

The Contractor shall perform and complete the Work on or prior to **October 31, 2019**. Please refer to the Statement of Work for periods of work restriction and timelines for the various stages of the project.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

Solicitation No – N° de l'invitation
EE517-180542/A
Client Ref No. – N° de réf. du client
R.086749.100

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-7-40071

Buyer ID – id de l'acheteur
QCM009

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - PRICE FORM

The bidder offers to Canada to perform and complete the work for the project described in the statement of work, in accordance with the bid documents for the **TOTAL BID AMOUNT** indicated in the following table:

	Firm lump sum
TOTAL BID AMOUNT Excluding applicable taxes	\$ _____

The total bid amount is a firm, all-inclusive lump sum for all items in the statement of work in Appendix 4. It includes, but is not limited to, material, transportation, rentals, equipment and its installation, tools, staff, administrative and general fees, profits, and financing, as well as any other expenditures that are not specifically described in the statement of work (or elsewhere in the bid documents) but are required to complete the following:

- scrapping and removal of the *M/V Kathryn Spirit*;
- removal of the temporary backfill;
- restoration of the site.

The contractor is responsible for estimating the mass and volume of waste and hazardous materials. The contractor may use the following resources to calculate hazardous material and waste management costs:

a) DRY MATTER:

- The *M/V Kathryn Spirit* has an estimated dry metric tonnage of 4,782.23 tonnes. The values in Table 1 of this appendix, below, are for information purposes only. They were determined using Table 7 from the following reference document:
 - *Ship Design and Construction*. Published by the Society of Naval Architects and Marine Engineers. Robert Taggart Editor. 1980.
- For more information about asbestos, hazardous materials and the paint onboard the vessel refer to the following documents listed in Appendix A of the statement of work:
 - GB Environmental Services (Niagara) Ltd (2006). "*Asbestos Materials Survey MV Kathryn Spirit (Previously known as the MV Menominee)*". November 13th, 2006.
 - Lloyd's Register Marine (2017). "*Inventaire des matières dangereuses – Kathryn Spirit*". January 24, 2017.
 - Englobe (2017). "*Caractérisation des peintures susceptibles de contenir des métaux toxiques, des BPC et du tributylétain*". April 2017.

b) LIQUID MATTER:

- The vessel is filled with water up to a level equal to that of Lake Saint-Louis. The corresponding water volume can be estimated using vessel data and list angle, as well as water level data for the lake. References include:
 - Vessel plans (Appendix A of the statement of work).
 - Backfill as-built drawings (Appendix B of the statement of work).
 - Surveillance reports (Appendix E of the statement of work).
 - Water levels at station 000091 as listed on the Quebec's ministère du Développement durable, de l'Environnement et de la Lutte contre les changements climatiques website (<https://www.cephg.gouv.qc.ca/suivihydro/graphique.asp?NoStation=000091>).
- Note that the compartments and reservoirs designed for holding hydrocarbons are full of water and that this water contains hydrocarbons. For more information, please refer to the following documents listed in Appendix A of the statement of work:
 - Lloyd's Register Marine (2017). "*Inventaire des matières dangereuses – Kathryn Spirit*". January 24, 2017.
 - AGAT Laboratories (2016). "*Analyse BPC/HRMS Hydrocarbures – épave KS*". December 2016
 - Capacity Plan ("*plan de capacité*")
- Note that the engine room is full of water and contains hydrocarbons, including PCBs. For more information, please refer to the following documents listed in Appendix A of the statement of work:
 - Lloyd's Register Marine (2017). "*Inventaire des matières dangereuses – Kathryn Spirit*". January 24, 2017.
 - AGAT Laboratories (2016). "*Analyse BPC/HRMS Hydrocarbures – épave KS*". December 2016
 - Vessel plans.
- A clear or silvery film was observed on the surface of the water in the holds and ballast tanks. Although the surfaces were not entirely covered, assume that the estimated layer is 40–75 nanometres thick, meaning that there are approximately 40–75 litres of hydrocarbons per km².

**TABLE 1 – Estimated dry materials quantities
for the M/V Kathryn Spirit**

Item	% average	Kathryn Spirit
Steel masts, king posts, etc.	0.23%	11.0
Steel booms	0.04%	1.9
Steel hatch covers and beams	4.59%	219.7
Steel stairways	0.03%	1.7
Steel sheet metal work	0.13%	6.3
Total Struct. Steel in Outfit	5.03%	240.5
Deck castings, mooring ftgs	0.46%	22.1
Mast and spar forgings	0.01%	0.3
Rails and stanchions	0.06%	2.9
Ladders	0.09%	4.5
Miscellaneous hull fittings	0.61%	29.4
Ratproofing	0.02%	0.8
Container cell guides etc.	3.26%	155.7
Gantry crane rails	0.13%	6.3
Total Hull Attachments	4.64%	221.9
Sliding W.T. doors	0.00%	0.0
Hinged W.T. doors	0.03%	1.7
Manholes and scuttles	0.04%	2.0
Airports, windows and lights	0.05%	2.2
Hatches and ports O.T. or W.T.	0.04%	2.1
N.W.T. steel doors	0.04%	1.9
Skylights and companions	0.00%	0.2
Total Lights, Doors, Hatches	0.21%	10.0
Hold ceiling and sparring	0.06%	2.8
Miscellaneous carpenter work	0.02%	1.1
Miscellaneous deck coverings	0.16%	7.8
Cement and tile coverings	0.05%	2.4
Total Carpenter Work and Decking	0.29%	14.1
Interior joiner work	0.90%	43.1
Furniture	0.13%	6.1
Accommodation ladder	0.03%	1.2
Insulation in quarters	0.25%	12.1
Total Joiner Work	1.31%	62.6
Anchor, chains, lines	0.98%	46.9
Boats and boat handling	0.14%	6.8
Rigging and blocks	0.03%	1.4
Canvas work	0.00%	0.1
Miscellaneous deck outfit	0.12%	5.7
Paint	0.91%	43.7
Cement	0.11%	5.5
Total Deck Outfit	2.30%	110.2
Galley and pantry equipment	0.05%	2.4
Utility space equipment	0.06%	2.7
Steward's outfit	0.03%	1.6
Total Steward's Outfit	0.14%	6.8
Fire detection and extinguishing system	0.20%	9.5
Heating system	0.09%	4.3
Ventilation - natural	0.13%	6.4
Ventilation - mechanical	0.21%	10.1
Refrigeration systems	0.39%	18.4
Plumbing fixtures and drains	0.24%	11.5
Deck scuppers	0.10%	4.7
Total Hull Engineering	1.53%	73.1
Bilge and ballast system	0.57%	27.2
Cargo oil system	0.10%	4.8
Fire mains	0.23%	11.2
Sanitary and fresh water system	0.08%	3.9
Fuel oil transfer system	0.48%	22.9
Vents, sgd and overflows	0.41%	19.5
Valve operating gear	0.03%	1.4
Cross connections	0.02%	1.2
Total Piping	1.92%	92.0
Deck machinery	0.79%	38.0
Steering gear and rudder	0.90%	42.9
Communicating system	0.04%	2.0
Electric plant	1.61%	76.9
Dumb waiters and elevators	0.02%	0.9
Bow thruster system	0.15%	7.0
Total Miscellaneous Machinery	3.51%	167.6
TOTAL OUTFIT	20.89%	998.8
Lightship		4782.23 tonnes métriques

APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY AND CONTRACTOR'S KEY PEOPLE

TO BE COMPLETED AT CONTRACT AWARD

Contracting Authority is:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: ____ - ____ - _____

Email: _____

Technical Authority is:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: ____ - ____ - _____

Email: _____

Contractor's Key People:

Project Director: _____

Superintendant: _____

Environmental Representative: _____

Health and Safety Representative: _____

Naval Architect: _____

Geotechnical Engineer: _____

Solicitation No – N° de l'invitation
EE517-180542/A
Client Ref No. – N° de réf. du client
R.086749.100

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-7-40071

Buyer ID – id de l'acheteur
QCM009

APPENDIX 3 - CERTIFICATE OF INSURANCE (Not required at solicitation closing)



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 1 of 5

Description and Location of Work Dismantlement of the MV Kathryn Spirit, removal of the temporary embankment and site rehabilitation, Beauharnois (Quebec)				Contract No. EE517-180542/001/QCM		
				Project No. R.086749.100		
Name of the Insurer, Broker or Agent		Address (No., street)		City	Province	Postal Code
Name of the Insured (Contractor)		Address (No., street)		City	Province	Postal Code
Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>						
Type of Insurance	Insurer Name and Policy Number	Effective Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Environmental Impairment Liability Insurance				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability Insurance				\$		
Errors and Omissions Liability Insurance				\$		
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 the following pages of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
<div></div>				<div></div>		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone Number		
<div></div>				<div></div>		
Signature				Date D / M / Y		

CERTIFICATE OF INSURANCE Page 2 of 5

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 the following pages.

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

1. The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.
2. 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.
3. 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.
4. Umbrella or excess liability insurance may be used to achieve the required limits.

Environmental Impairment Liability Insurance (G2040C)

1. The Contractor must obtain a *Contractors Pollution Liability* insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The *Contractors Pollution Liability* policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

CERTIFICATE OF INSURANCE Page 3 of 5

- b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate
Quebec Regional Office (Ottawa)
Department of Justice
284 Wellington Street, Room SAT-6042
Ottawa, Ontario, K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

CERTIFICATE OF INSURANCE Page 4 of 5

Marine Liability Insurance (G5003C)

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and 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 Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
*Director Business Law Directorate
Quebec Regional Office (Ottawa)
Department of Justice
284 Wellington Street, Room SAT-6042
Ottawa, Ontario, K1A 0H8*

CERTIFICATE OF INSURANCE Page 5 of 5

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Errors and Omissions Liability Insurance (G2002C)

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No – N° de l'invitation
EE517-180542/A
Client Ref No. – N° de réf. du client
R.086749.100

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-7-40071

Buyer ID – id de l'acheteur
QCM009

APPENDIX 4 – STATEMENT OF WORK

(The Statement of Work must be downloaded separately from this Request for Proposal document on the Buy and Sell website: <https://buyandsell.gc.ca/>)

Solicitation No – N° de l’invitation
EE517-180542/A
Client Ref No. – N° de réf. du client
R.086749.100

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-7-40071

Buyer ID – id de l’acheteur
QCM009

ANNEX 1 – IDENTIFICATION OF THE BIDDER, TEAM MEMBERS AND KEY PEOPLE FORM

IDENTIFICATION OF THE BIDDER

**Name of the Bidder
(or of the Consortium) :**

Address:
.....
.....
.....

Phone Number:

Fax number:

Email:

**Procurement Business
Number:**

IDENTIFICATION OF THE TEAM MEMBERS AND THE KEY PEOPLE

I. BIDDER:

Name of the company or the consortium:
.....
.....

Key People (and professional accreditation, where applicable)

Project Director:

Superintendent:

Environmental Representative:

Health and Safety Representative:

Naval Architect (if applicable) :

Geotechnical Engineer (if applicable) :

II. Key Subcontractors and Specialists :

Naval Architect

Company Name :
.....
.....

Key Person (and professional accreditation)

Naval Architect:

Geotechnical Engineer

Company Name :
.....
.....

Key Person (and professional accreditation)

Geotechnical Engineer:

ANNEX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

ANNEX 3 – LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

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