
REQUEST FOR PROPOSAL (RFP)

Y-Jetty and Lang Cove Remediation Project Esquimalt, B.C.

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

TRADE AGREEMENTS

This procurement is set aside from the Canadian Free Trade Agreement and the International trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

In accordance with NAFTA, WTO-AGP, and CETA

- NAFTA subsection 1 (d) Annex 1001.2b
- WTO-AGP Annex 7 Article 1
- CETA Annex 19.7 2(a)
- Canadian Free Trade Agreement (CFTA), Article 800.1

It should be noted that this is a Dredging requirement which also is exempted from the following international trade agreements:

- In accordance with Annex 1001.1b-3 Section B - Excluded Coverage Schedule of Canada, this requirement is exempt from NAFTA.
- In accordance with Appendix 1, Annex 6 Canada Construction Services, this requirement is exempt from WTO-AGP

This requirement is not set-aside under the Procurement Strategy for Aboriginal Business

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices.

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgarion-disclosure/psdic-ppci-eng.html>

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI22, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements, Document Safeguarding Location".

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>

Solicitation No. - N° de l'invitation l'acheteur
EZ113-190891/B

Amd. No. - N° de la modif.

Buyer ID - Id de
PWY020

2

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

File No. - N° du dossier

CCC No./N° CCC

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)

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
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PRICE PROPOSAL / BID AND ACCEPTANCE FORM (BA)

Solicitation No. - N° de l'invitation l'acheteur
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Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC

BA01 Identification
BA02 Business Name and Address of Bidder
BA03 The Offer
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ANNEX A SECURITY REQUIREMENT CHECK LIST (SRCL)
ANNEX B CERTIFICATE OF INSURANCE
ANNEX C VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Public Services and Procurement Canada (PSPC) intends to retain a Contractor to provide construction services for the project as set out in this Request for Proposal (RFP). Bidders responding to this RFP are requested to submit a full and complete Bid. The Bid will cover not only the Indigenous Benefit Plan (IBP) provided by the bidder, but also the Technical Criteria and pricing.
2. This is a single phase “two envelope” selection process.
3. This RFP Document sets out the project requirement, i.e., the particulars of the project itself, the Indigenous Benefit Plan (IBP) requirements and the broad scope of services required from the Contractor.
4. Based upon their analysis of the project requirement, IBP requirements and the capability/capacity of the firm, the Bidders formulate Bids for the service, including their price.
5. The Bidders should provide their proposed IBP submission and proposed services in the “Technical Proposal” of the submission (Envelope One). The "Price Proposal" includes the proposed price and bid security which is submitted in a sealed envelope (Envelope Two).
6. The IBP and Technical Portion of proposal(s) received will be evaluated, without knowledge of the price, by the PWGSC Evaluation Board. Evaluation is based on a set of mandatory and pre-established criteria, components and weight factors. Numerical technical scores will be awarded at the completion of the technical evaluation.
7. Price envelopes are then opened for the technically qualified proposals. The responsive bid with the highest points combined will be recommended for award of the contract. Bidders who have not met the minimum technical pass score of one hundred twenty (120) points or who have been deemed non-compliant will have their price proposals returned to them unopened with no further evaluation of their proposal.

SI02 DEFINITIONS

In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

- (a) “PSPC” or “PWGSC”: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services.
- (b) “Bid/Proposal”: means the submission provided by the Bidder in response to this Request for Proposal. Bid may also mean the same as Proposal.
- (c) “Bid and Acceptance Form” – means the same as the Price Proposal Form.
- (d) "Contractor/Bidder Team": means the team of Contractors and Subcontractors, including the Bidder, proposed by the bidder to perform the services required.
- (e) “Price Rating”: means the rating assigned to the price component of a proposal/bid and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of IBP proposals.
- (f) "PSPC Evaluation Board": means the team established to evaluate and rate bids. An evaluation team composed of representatives of Canada will evaluate the bids.

- (g) "Technical Rating": means the rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.
- (h) "IBP Rating": means the rating assigned to the IBP component of a bid in the selection procedure and subsequently used to establish an IBP Score for inclusion as a percentage of the total score.

SI03 PROPOSAL DOCUMENTS

1. The following are the Proposal Documents:
 - a. Request for Proposal - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2017-09-21)
 - d. "Contract Documents";
 - e. Drawings and Specifications;
 - f. Price Proposal/Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of a proposal constitutes acknowledgment 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>

SI04 INDIGENOUS BENEFIT PLAN (IBP)

The Department of National Defence (DND), which administers Esquimalt Harbour, is implementing a remediation and risk management program in Esquimalt Harbour at Y-Jetty and Lang Cove as part of a long-term strategy to address sediments that have been contaminated by historical industrial activities. The project will implement remedial dredging and material placement measures to reduce ecological risk and associated liability for DND.

As part of Canada's commitment to support its First Nations population, this procurement contains an optional point rated Indigenous Benefits Plan (IBP) component that aims to provide socio-economic benefits to Indigenous People and Indigenous Firms of the Esquimalt and Songhees Nation. The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

To assist bidders in preparing the IBP, please contact the designated representatives from the Songhees and Esquimalt Nations respectively.

Katie Hooper

Executive Director
Esquimalt Nation
Office : (250) 381 7861 Ext 114
Cell: (250) 619 8897
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Karen Dick-Tunkara

Councilor
Songhees Nation
Cell : (250) 884 0202
Karen.Tunkara@songheesnation.com

SI05 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this RFP must be submitted in writing to the Contracting Authority named on the RFP - Page 1 or at e-mail address ronny.ly@tpsgc-pwgsc.gc.ca as early as possible within the solicitation period. Except for the approval of alternative materials as described in G115 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 result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will 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 must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI06 MANDATORY BIDDERS CONFERENCE AND SITE VISIT

Bidders attendance at the Bidders conference and site visit for this project is MANDATORY. The representative(s) of the Bidder will be required to sign the attendance sheet at the Bidders conference and site visit. Proposals submitted by Bidders who have not attended and signed the attendance sheet for the Bidders conference and site visit will not be accepted.

The mandatory bidders conference will be held from 10:30am to 12:30pm on Wednesday October 10, 2018 in the CFB Esquimalt Naval and Military Museum (Building N37) in the Delamere Conference Room. The CFB Esquimalt Museum is located on the Naden base. Under attachments, please see the map showing how to get to the Museum from the Naden entrance. The scope of the requirement detailed in the RFP will be reviewed during the conference. There are no security requirements to get access to the Naden base, however all attendees will need to have photo identification (i.e drivers license) to show at the gate, and there is ample parking in front of the building.

After the mandatory bidders conference, there will be a MANDATORY site visit. A bus will be provided to transport the bidders to the project site, details will be given during the meeting.

Bidders must wear personal protective equipment (high visibility vest, and steel toe work boots) to the site visit.

Bidders are requested to communicate with the Contracting Authority, Ronny Ly at ronny.ly@pwgsc.gc.ca or (604) 318-5750 no later than 24 hours prior to the conference and site visit to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending (maximum two people per bidder may attend)

Any clarifications or changes to the RFP resulting from the mandatory bidders conference and mandatory site visit will be included as an amendment/addendum to the RFP. Submissions provided by Bidders who did not attend the mandatory bidders conference and the mandatory site visit and did not sign the attendance forms for both will be considered non-responsive and will not be considered further from the RFP process.

SI07 OVERVIEW OF SELECTION PROCESS

1. Proposal

- (a) Bids are submitted following a "two-envelope" procedure, in which Bidders submit the IBP and Technical components of their bid in one envelope and the proposed price of the services (price proposal) in a second envelope.
- (b) The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

2. Proposal Evaluation and Rating

- (a) The IBP and Technical components of all proposals are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Mandatory/Technical Ratings are established.
- (b) Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
- (c) The IBP Evaluation Rating score will be pro-rated to a maximum of sixty (60). The Contractor's total points will receive an IBP Rating score as follows:

$$\frac{\text{Contractor's IBP Evaluation Rating Total Points}}{60} \times 10$$

- (c) The Technical Evaluation Rating score will be pro-rated to a maximum score of thirty five (35). While the maximum weighted technical evaluation total points is 200, the Technical Evaluation Rating score will be relative to Contractor's highest weighted technical evaluation total points.

The Contractor's total points will receive a Technical Evaluation Rating score as follows:

$$\frac{\text{Contractor's Technical Evaluation Rating Total Points}}{200} \times 35$$

- (d) The price envelopes of all responsive proposals are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
- (e) All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
- (f) The price proposals are rated as follows:

The lowest price proposal receives a Price Rating Possible Range of 100.
The subsequent prices will receive a Price Rating as follows:

$$\frac{\text{Lowest Price}}{\text{Proposal Price}} \times 55$$

3. Total Score

(a) The total overall score (Total Score) assigned to each Contractor's complete proposal is calculated as the aggregate of:

- (1) the IBP Score (first envelope of the proposal),
- (2) the Technical Score (first envelope of the proposal), and
- (3) the Price Score (second envelope of the proposal).

(b) The Contractor receiving the highest Total Score is the entity that the PWGSC Evaluation Board will recommend for the award of a contract.

SI08 SUBMISSION OF PROPOSAL

DELETE GI09 of R2710T in its entirety.

And REPLACE with:

GI09

- 1) The proposal shall be submitted following a "two-envelope" procedure in which the bidders submit the IBP and technical component of their bid in one envelope and the proposed price of the services Price Proposal/Bid and Acceptance Form (BA) in a second envelope. Both envelopes shall be enclosed and sealed together in a third envelope, the proposal envelope. All envelopes are to be provided by the Bidder.
- 2) The information that Bidders are required to provide is set out in detail elsewhere in the RFP
- 3) The proposal envelope shall be addressed and submitted to the office designated on the Front Page of the Request for Proposal. The proposals 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 and Project Description,
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time
 - e. ENVELOPE 1 - IBP and Technical Proposal
 - f. ENVELOPE 2 – PRICE PROPOSAL;
- 4) Unless specified otherwise elsewhere in the bid documents:
 - a. the price proposal shall be in Canadian currency, and
 - b. the price proposal shall not include any amount for Applicable Taxes, and exchange rate fluctuation protection is not offered, and
 - c. any request for exchange rate fluctuation protection will not be considered, and may render the bid non responsive.
- 5) Proposals and supporting information may be submitted in either English or French.
- 6) Timely and correct delivery of bids to the office designated for receipt of proposals is the sole responsibility of the bidder. Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the bidder.
- 7) Due to the nature of this solicitation, a complete IBP and technical component, as well as a cost of services (Price proposal /Bid and Acceptance Form (BA) (submitted in a separate envelope), with supporting information is required to allow a proper evaluation to be conducted.

Electronic transmission of the bid by such means as electronic mail or facsimile is not considered to be practical, and therefore, will not be accepted.

- 8) Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through Buyandsell.gc.ca/tenders. 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, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using the website Buyandsell.gc.ca/tenders. It is the sole responsibility of the Contractor to regularly consult the website Buyandsell.gc.ca/tenders for the most up-to-date information. Canada will not be liable for any oversight on the Contractor's part nor for notification services offered by a third party.

SI09 LATE SUBMISSIONS

Submissions delivered after the stipulated closing date and time will be returned unopened.

SI10 REVISION OF PROPOSAL

Paragraphs 1 and 3 of G110 of R2710T are replaced by the following;

A proposal submitted in accordance with these instructions may be revised by physically delivering a new Revised Envelope 1 – Technical Proposal and or Revised Envelope 2 – Price Proposal, provided the revision is received at the office designated for the receipt of proposals 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 1- IBP and TECHNICAL PROPOSAL and/or REVISED ENVELOPE 2 – PRICE PROPOSAL,
- b. Solicitation Number, project description and
- c. Name of Bidder

SI11 LIMITATION OF SUBMISSIONS

1. A Bidder may not submit more than one bid. This limitation also applies to the persons or entities in the case of a joint venture. If more than one bid is received from a Bidder (or, in the case of a joint venture, from the persons or entities), all such bids shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a Contractor who may retain subcontractors to perform portions of the services is not a joint venture arrangement. A Subcontractor may, therefore, be proposed as part of the bidder team by more than one Bidder. The Bidder warrants that it has written permission from such Subcontractors to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3 above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Bidder shall not include in its submission another Bidder as a member of its team, as a Subcontractor.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

SI12 COMPLETION OF SUBMISSION

The Bidder shall base the Proposal 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 IBP requirements contained in this document.

SI13 RESPONSIVE PROPOSALS

To be considered responsive, a bid must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a bidder submitting a non-responsive bid.

SI14 ACCEPTANCE OF PROPOSALS

1. Canada may accept any proposal, or may reject any or all proposals.
2. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Contractors on any procurement.
3. Canada reserves the right to cancel or amend the RFP at any time.

SI15 REJECTION OF PROPOSAL

DELETE Section G111 of R2710T

and REPLACE with:

1. Canada may reject a proposal where any of the following circumstances is present:
 - (a) the Bidder has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
 - (b) an employee, sub-contractor or specialist contractor included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-contractor or specialist contractor ineligible to bid on the requirement, or the portion of the requirement the employee, sub-contractor or specialist contractor is to perform;
 - (c) the Bidder 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 Bidder, any of its employees, any sub-contractor or any specialist contractor included as part of the proposal;
 - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor, a specialist contractor or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
 - (f) with respect to current or prior transactions with the Government of Canada,
 - (i) Canada has exercised its contractual remedies of taking the services out of the contractor's hands, suspension or termination for default with respect to a contract with the Bidder, any of its employees, any sub-contractor or any specialist contractor included as part of the proposal;

- (ii) Canada determines that the Bidder's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being proposed.

2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the proposal rejection.

SI16 INSUFFICIENT FUNDING

In the event that the bid price exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the highest Total Score based on the IBP, Technical and price ratings.

SI17 DEBRIEFINGS

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

SI18 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

SI19 BID (PROPOSAL) VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Price Proposal/Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above 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. above is not accepted in writing by all those who submitted bids then Canada will, 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 as amended by SI15.

SI20 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

SI21 BRITISH COLUMBIA PROVINCIAL SALES TAX ACT - REAL PROPERTY CONTRACTORS

Real property contractors in the Province of British Columbia who have contracts with the Federal Government may make purchases for use in real property contracts exempt of Provincial Sales Tax (PST) by providing their suppliers with a completed Certificate of Exemption – Contractors (FIN 491) and, if necessary a completed Certification of Exemption – Subcontractor (FIN 493). Upon request, Canada will provide the General Contractor with a duly signed exemption form, FIN 491 and if applicable FIN 493.

For additional information, please refer to the link noted below:

<http://www2.gov.bc.ca/assets/gov/taxes/sales-taxes/publications/pst-501-real-property-contractors.pdf>

SI22 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At RFP closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Proposal.
2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.

3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site [Industrial Security Program](#)

SI23 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, 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>

Trade agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2018-06-21);
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	(2018-06-21);
GC8 Dispute Resolution	R2882D	(2016-01-28);
GC9 Contract Security	R2890D	(2018-06-21);
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 Price Proposal/Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - b. Industrial Security Manual (Latest Edition).

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 contract award, 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 SUBSTANTIAL PERFORMANCE OF THE WORK

R2850D GC5.5.3 is modified to include the following clause:

- d. 2 percent of the Contract Amount if the Contractor has not met or exceeded the commitments set out in 3.1, 3.2 and 3.3 of the Indigenous Benefits Plan, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

SC04 FINAL COMPLETION

R2850D GC5.6.2 is modified to:

2. Subject to GC5.2, "Amount Payable", and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of the sum of all payments that were made pursuant to GC5.4, "Progress Payment", and GC5.5, "Substantial Performance of Work" and less 2 percent of the Contract Amount, if the Contractor has not met or exceeded the commitments set out in 3.1, 3.2 and 3.3 of the Indigenous Benefits Plan regardless of whether the failure to meet the commitments were beyond the control of the Contractor or not.

Solicitation No. - N° de l'invitation l'acheteur
EZ113-190891/B

Amd. No. - N° de la modif.

Buyer ID - Id de
PWY020

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

File No. - N° du dossier

CCC No./N° CCC

PRICE PROPOSAL / BID AND ACCEPTANCE FORM (BA)**BA01 IDENTIFICATION**Y-Jetty and Lang Cove Remediation Project
Esquimalt, B.C.**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-Mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)**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 (PROPOSAL) VALIDITY PERIOD**

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

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor must complete all structure demolition, Debris removal, dredging, optional Contingency Re-Dredging, Engineered Capping, and Backfill Material placement by the Substantial Performance on February 28, 2020 and Final Completion by March 27, 2020.

BA07 BID SECURITY

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

BA08 SIGNATURE OF BIDDER OR JOINT VENTURE_____
Name and title of person authorized to sign on behalf of Bidder or Joint Venture_____
Signature_____
Date

APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit will 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.

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

The following are the Tender Items for work, including all labour, material, tools, equipment, overhead, and profit, required to complete the works as described in the attached Specifications and Drawings. The Unit Prices for these Tender Items may be used to adjust the Contract price as the scope of work increases or decreases as required by the Departmental Representative.

BASE WORK

Tender Item No.	Spec. Section	Description of Work	Unit	Estimated Quantity (EQ)	Price per Unit applicable taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
1	01 11 55 35 20 23	Stand-by Time – In-Water	Hour	55		
2	01 11 55 35 20 23.01	Stand-by Time – Material Processing	Hour	30		
3	01 35 13.43	Required Silt Curtains	L.S.	1		
4	01 50 00	Mobilization	L.S.	1		
5	01 50 00	Demobilization	L.S.	1		
6	01 51 00	Site Facilities Operations	Week	56		
7	02 21 13	Surveys	L.S.	1		
8	02 41 13	Selective Site Demolition: General	L.S.	1		
9	02 41 16.01	Structure Demolition: Pre-Construction Condition Inspection of Marine Structures	L.S.	1		
10	02 41 16.01	Structure Demolition: Post-Construction Condition Inspection of Marine Structures	L.S.	1		
11	02 41 16.01	Structure Demolition: Former Marine Railway – Timber Structure	tonne	74		
12	02 41 16.01	Structure Demolition: Former Marine Railway – Steel Rails and Steel Components	tonne	17		
13	02 41 16.01	Structure Demolition: Timber Fender Piles and Timber Fender Components	L.S.	1		
14	02 41 16.01	Structure Demolition: Utilities Protection System	L.S.	1		
15	02 41 16.02	Structure Relocation: Floating Camels, Tire Fender Logs and Barrier Boom System	L.S.	1		

Tender Item No.	Spec. Section	Description of Work	Unit	Estimated Quantity (EQ)	Price per Unit applicable tax(e)s extra (PU)	Extended amount (EQ x PU) applicable tax(e)s extra
16	05 50 00	Metal Fabrications: Supply and Install Replacement Steel Components	kg	250		
17	31 62 19	Timber Piling: Reinstall Timber Fender Piles and Timber Fender Components	L.S.	1		
18	31 62 19	Timber Piling: Supply Replacement Timber Fender Piles	m	54		
19	31 62 19	Timber Piling: Supply Replacement Timber Fender Components	cu.m.	2.4		
20	35 20 23 35 20 23.01	Removal of Identified Debris, Transportation, and Disposal	tonne	650		
21	35 20 23	Dredging	cu.m	47,100		
22	35 20 23 35 20 23.01	Disposal of Timber Piles During Dredging	tonne	2,500		
23	35 20 23.01	Offloading and Transportation	cu.m	47,100		
24	35 20 23.01	Material Processing	cu.m	47,100		
25	35 20 23.01	Disposal	cu. m	47,100		
26	35 20 23.01	Leachable Metals Area Stabilization	cu.m	200		
27	35 37 10	Material Placement Area B1 – Material Type 1	cu.m	1,500		
28	35 37 10	Material Placement Area B2 – Material Type 1	sq. m	2,600		
29	35 37 10	Material Type 2	cu.m	5,100		
30	35 37 10	Material Type 3	sq. m	33,100		
31	35 37 10	Material Type 4	cu.m	700		
32	35 37 10	Material Type 5	cu.m	3,700		
33	35 37 10	Material Type 6	cu.m	300		
34	35 37 10	Material Type 7	cu.m	500		
35	35 37 10	Material Type 8	cu.m	700		
36	35 37 10	Material Type 9	cu.m	4,800		
Base Work – Total Extended Amount (A)						
applicable tax(e)s extra						

Notes:

- Stand-by Time associated with Tender Items 1 and 2 includes only costs for labor and equipment affected by the delay. The Tender Item price for these items will not change with any change in quantities.
- Dredge Pay Volume of 47,100 cu.m. associated with Tender Item 21 consists of neatline volume, prescribed daylight slopes, and Payable Overdredge Allowance. Payable Overdredge Allowance is included as this is payable, as described in the Specifications and as shown on the Drawings. Potential Slough Material volume as shown on the Drawings is not included in the Dredge Pay Volume.
- Volumes associated with Tender Items 27, 29, and 31 through 36 are the volumes associated with the Maximum Overplacement Allowance and Vertical Placement Tolerance as described in the Specifications and as shown on the Drawings.

OPTIONAL WORK

The following work shall be considered an optional addition to this tender package and will be part of the price evaluation. Any bid without the inclusion of the following will be considered non-compliant and therefore disqualified.

The Bidder grants Canada the irrevocable option to acquire any or all of the goods and/or services described below under the same conditions of the Contract. The exercise of any option will be at Canada's sole discretion; the option may only be exercised by the Contracting Authority and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option within one (1) year after contract award by sending a written notice to the Contractor.

Tender Item No.	Spec. Section	Description of Work	Unit	Estimated Quantity	Unit Price (GST Extra)	Total Price (GST Extra)
37	35 20 23	Contingency Re-Dredging	cu.m	5,100		
38	35 20 23.01	Offloading and Transportation for Contingency Re-Dredging Volume	cu.m	5,100		
39	35 20 23.01	Material Processing for Contingency Re-Dredging Volume	cu.m	5,100		
40	35 20 23.01	Disposal for Contingency Re-Dredging Volume	cu.m	5,100		
Optional Work – Total Extended Amount (B)						
applicable tax(es) extra						

Notes:

- Contingency Re-Dredge Volume of 5,100 cu.m. associated with Tender Items 37 through 40 consists of Contingency Re-Dredge Volume and Payable Overdredge Allowance (i.e., Residuals Contingency Re-Dredging Payable Overdredge Allowance and Missed Inventory Contingency Re-Dredging Payable Overdredge Allowance). Payable Overdredge Allowance is included as this is payable, as described in the Specifications and as shown on the Drawings.

Total Bid Amount

A - Base Work – Total Extended Amount	
B - Optional Work – Total Extended Amount	
Total Bid Amount	
applicable tax(es) extra	

APPENDIX 3 – SUBMISSION REQUIREMENTS AND EVALUATION

- SRE 1 General Information
- SRE 2 Bid Requirements
- SRE 3 Indigenous Benefits Plan (IBP)
- SRE 4 Technical Evaluation Component
- SRE 5 Price Evaluation
- SRE 6 Evaluation of Bids

SRE 1 GENERAL INFORMATION

1. Reference to the Selection Procedure

An 'Overview of the selection procedure' can be found in Special Instructions to Bidders (SI07).

1.2 Submission of Proposal

The Bidder is responsible for meeting all submission requirements. Please follow detailed instructions in the "Submission of Proposal", Special Instructions to Bidders (SI08)

SRE 2 BID REQUIREMENTS

Bidders' responses will be assessed in accordance with the entire requirement of the bid solicitation including the IBP, Technical Component and Pricing Component. An evaluation board composed of representatives of Canada will evaluate the bids.

Each responsive bid will be evaluated against the criteria below. The information should be detailed enough so as to allow a complete evaluation. It would assist in the evaluation if each section clearly indicates the specific criteria it is addressing.

For each rated criterion, the points will range from zero up to the maximum number of points indicated.

Bidders' responses will be evaluated against the information requirements as described by these evaluation criteria. Bidders should ensure that all responses provide the necessary details regarding dates, education and credentials, and proposed activities. Points will be awarded solely on the basis of information as explicitly written in the Bidder's' response.

SRE 3 INDIGENOUS BENEFITS PLAN (IBP)

Preamble

The Department of National Defence (DND), which administers Esquimalt Harbour, is implementing a remediation and risk management program in Esquimalt Harbour at Y-Jetty and Lang Cove as part of a long-term strategy to address sediments that have been contaminated by historical industrial activities. The project will implement remedial dredging and material placement measures to reduce ecological risk and associated liability for DND.

As part of Canada's commitment to support its First Nations population, this procurement contains a point rated Indigenous Benefits Plan (IBP) that aims to provide socio-economic benefits to Indigenous People and Indigenous Firms of the Esquimalt and Songhees Nations. The Indigenous Benefits Plan should benefit both the Esquimalt Nation and Songhees Nation in equitable proportions.

This requirement is not set-aside under the Procurement Strategy for Aboriginal Business.

To assist bidders in preparing the IBP, please contact the designated representatives from the Esquimalt and Songhees Nations respectively.

Katie Hooper

Executive Director
Esquimalt Nation
Office : (250) 381 7861 Ext 114
Cell: (250) 619 8897
E-mail: Katie@esquimaltnation.ca

Karen Dick-Tunkara

Councilor
Songhees Nation
Cell : (250) 884 0202
Karen.Tunkara@songheesnation.com

Bidders may opt to include an Indigenous Benefits Plan in their bids. Inclusion of an Indigenous Benefits Plan is not a mandatory requirement of this procurement and is voluntary as determined by the bidder. The IBP evaluation criteria is worth up to 10 rated points and will be applied only to those bids that include an IBP.

For a bid to be assigned points made in respect of any IBP criteria, **THE BIDDER MUST PROVIDE COMPLETED TABLES IN APPENDIX 4** to demonstrate how they will meet the objective of each criterion.

Bidders must provide details of the Indigenous Benefit for Training, Labour, and Goods and Services by Indigenous Firms (including Subcontracting) in each respective TABLE in Appendix 4. In addition to the TABLES a maximum of 5 pages is permitted to supplement the IBP bid submission if the bidder requires.

Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. Only material and/or documents submitted as part of the bid proposal will be considered. The Bidder's proposal is to include a clear description of the minimum amount of Indigenous Benefits committed to (training, labour, and procurement) during Construction Period of the project and describe how the Bidder will address the contractual requirements of this procurement for the inclusion of the sub-contracting of Indigenous Firms associated with Esquimalt Nation and Songhees Nation.

Canada reserves the right to verify any information provided in the IBP and that unverified statements may result in 0 points for the IBP being awarded to the bidder.

The Bidder's proposal is to include a clear description of the minimum amount of Indigenous Benefits committed to (training, labour, and procurement) during Construction Period of the project and describe how the Bidder will address the contractual requirements of this procurement for the inclusion of the sub-contracting of Indigenous Firms associated with Esquimalt Nation and Songhees Nation.

The successful Contractor must submit the Final Indigenous Benefits Plan for Canada's approval within 45 calendar days of the Contract Award. Sufficient detail must be included in the Indigenous Benefits Plan to allow Canada to assess the value and quality of the proposed Indigenous Benefits as well as the probability of the Bidder meeting the outlined benefits in terms of training, direct employment (labour), and procurement with Indigenous Firms (including subcontracting) with the Esquimalt Nation and the Songhees Nation. The Indigenous Benefits Plan should benefit both the Esquimalt Nation and the Songhees Nation in equitable proportions.

INDIGENOUS BENEFITS PLAN CRITERIA

ITEM	CATEGORY	Available Points																																								
	The area of the contract is within the Esquimalt Nation (EN) or Songhees Nation (SN) traditional territories.																																									
3.0	Canada reserves the right to confirm validity of all declarations / guarantees. All examples provided are hypothetical.																																									
3.1	<p>TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training programs for Indigenous People belonging to the Esquimalt Nation and/or Songhees Nation at no additional cost under this Contract.</p> <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <p>EXAMPLE:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th></th> <th colspan="3">Bidder 1</th> <th colspan="3">Bidder 2</th> <th colspan="3">Bidder 3</th> </tr> <tr> <th></th> <th>EN</th> <th>SN</th> <th>Total</th> <th>EN</th> <th>SN</th> <th>Total</th> <th>EN</th> <th>SN</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Total number of Indigenous training hours proposed</td> <td>350 hrs</td> <td>350 hrs</td> <td>700 hrs</td> <td>150 hrs</td> <td>200 hrs</td> <td>350 hrs</td> <td>450 hrs</td> <td>150 hrs</td> <td>600 hrs</td> </tr> <tr> <td>Calculation of points</td> <td colspan="3">700/700 = 100% of total points available = 15</td> <td colspan="3">350/700 = 50% of total points available = 7.5</td> <td colspan="3">600/700 = 86 % of total points available = 12.90</td> </tr> </tbody> </table> <p>NOTE: The training hour proportions indicated here for Esquimalt Nation and Songhees Nation will be used in Section 3.4 to calculate the Equitability Score.</p>		Bidder 1			Bidder 2			Bidder 3				EN	SN	Total	EN	SN	Total	EN	SN	Total	Total number of Indigenous training hours proposed	350 hrs	350 hrs	700 hrs	150 hrs	200 hrs	350 hrs	450 hrs	150 hrs	600 hrs	Calculation of points	700/700 = 100% of total points available = 15			350/700 = 50% of total points available = 7.5			600/700 = 86 % of total points available = 12.90			/15
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3.2	<p>LABOUR: The direct employment of Indigenous People by the Prime Contractor (only) in carrying out the work of the contract.</p> <p>Bidder will be evaluated on their commitment to use Indigenous People belonging to the Esquimalt Nation and/or Songhees Nation. The percentages identified below relate specifically to total labour hours of Indigenous People directly employed by the Prime Contractor.</p> <p>Percentages should be supported by a list of specific positions that may or will be staffed by members of the Esquimalt Nation or Songhees Nation. Examples can include but are not limited to: administrative roles, trades, archaeological services, security, traffic control, etc.</p> <p>Indigenous labour must meet the following criteria:</p> <ul style="list-style-type: none"> • An Indigenous Person belonging to either the Esquimalt Nation or Songhees Nation who is performing services related to the project. • Qualifying personnel will be verified by Esquimalt Nation and/or the Songhees Nation <p>Indigenous employment will be confirmed during project based on supporting documentation provided by the</p>	/15																																								

	<p>Contractor and Departmental Representative if applicable.</p> <p>To establish the Labour score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous labour hours, with the proposal committing to the highest number of labour hours receiving full points.</p> <p>EXAMPLE:</p> <table border="1" data-bbox="220 499 1390 823"> <thead> <tr> <th></th> <th colspan="3">Bidder 1</th> <th colspan="3">Bidder 2</th> <th colspan="3">Bidder 3</th> </tr> <tr> <th></th> <th>EN</th> <th>SN</th> <th>Total</th> <th>EN</th> <th>SN</th> <th>Total</th> <th>EN</th> <th>SN</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Total number of Indigenous labour hours proposed</td> <td>7,000 hrs</td> <td>7,000 hrs</td> <td>14,000 hrs</td> <td>1,500 hrs</td> <td>900 hrs</td> <td>2,400 hrs</td> <td>10,000 hrs</td> <td>5,000 hrs</td> <td>15,000 hrs</td> </tr> <tr> <td>Calculation of points</td> <td colspan="3">14,000/15,000 = 93% of total points available = 13.95</td> <td colspan="3">2,400/15,000 = 16% of total points available = 2.4</td> <td colspan="3">15,000/15,000 = 100 % of total points available = 15</td> </tr> </tbody> </table> <p>NOTE: Bidder must demonstrate how they will meet their Labour hours. Simply indicating a commitment of hours is not sufficient to achieve points. Your score may be adjusted in accordance with your backup documentation.</p> <p>The labour hour proportions indicated here for Esquimalt Nation and Songhees Nation will be used in Section 3.4 to calculate the Equitability Score.</p>		Bidder 1			Bidder 2			Bidder 3				EN	SN	Total	EN	SN	Total	EN	SN	Total	Total number of Indigenous labour hours proposed	7,000 hrs	7,000 hrs	14,000 hrs	1,500 hrs	900 hrs	2,400 hrs	10,000 hrs	5,000 hrs	15,000 hrs	Calculation of points	14,000/15,000 = 93% of total points available = 13.95			2,400/15,000 = 16% of total points available = 2.4			15,000/15,000 = 100 % of total points available = 15			
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<p>3.3</p>	<p>GOODS AND SERVICES PROVIDED BY INDIGENOUS FIRMS (including subcontracting):</p> <p>Bidders will be evaluated on their commitment to offer goods and/or services from Indigenous Firms as defined below.</p> <p>Examples of goods and services can include, but are not limited to: water taxi, tug boat operators, cultural and language services, marine transport services, hauling, security, leasing of land for project facilities etc.</p> <p>For the purposes of this requirement, an Indigenous Firm is defined as a sole proprietorship, limited company, co-operative, partnership, or not-for-profit organization. To be considered an Indigenous Firm the following criteria must be met:</p> <ul style="list-style-type: none"> at least 51 per cent of the firm is owned and controlled by the Esquimalt Nation, Songhees Nation or both, and at least one third of the firm's employees, if it has six or more full-time staff, must be from the Esquimalt Nation, Songhees Nation or both. <p>If a firm is starting a joint venture, at least 51 per cent of the joint venture must be controlled and owned by an Indigenous Firm, as defined above.</p> <p>Note ALL bidders submitting an IBP MUST complete this section. It is to include all Goods and Services provided by Indigenous Firms, including sub-contracting. If the Prime Contractor is owned by either the Esquimalt Nation, Songhees Nation, or both, or is part of a joint venture with the Esquimalt Nation or Songhees Nation, please indicate below what percentage of the Total Bid Price would benefit the respective Nations.</p>	<p>/15</p>																																								

Bidders should provide their commitment to the provision of goods and services by Indigenous Firms in accordance with the following:

The Bidder represents and warrants that:

A: No less than _____ percent of the Total Bid Price will benefit the Esquimalt Nation

B: No less than _____ percent of the Total Bid Price will benefit the Songhees Nation

C: A minimum combined total of no less than (A+B) _____ percent of the Total Bid Price will benefit the Esquimalt Nation and Songhees Nation.

Percentages should be supported by a list of specific Indigenous Firms that can be confirmed by the designated representatives of the Esquimalt Nation and Songhees Nation respectively.

To establish the score for Section 3.3, each responsive bid will be prorated against the bidder proposing the highest percent of indigenous content, with the proposal committing to the highest percent of indigenous content receiving full points.

EXAMPLE

	Bidder 1			Bidder 2			Bidder 3		
	EN	SN	Total	EN	SN	Total	EN	SN	Total
Percentage of Total Bid Price to Indigenous Firms	6%	6%	12%	3%	5%	8%	12%	9%	21%
Calculation of points	12/21 = 57% of total points available = 8.55			8/21 = 38% of total points available = 5.70			21/21 = 100 % of total points available = 15		

Note: The indigenous content proportions indicated here for Esquimalt Nation and Songhees Nation will be used in Section 3.4 to calculate the Equitability score.

3.4

EQUITABILITY SCORING:

Each bidder will be evaluated on the equitability of benefits provided to the Esquimalt Nation and Songhees Nation.
 For each section above (Section 3.1, 3.2, and 3.3) there is a potential to achieve 5 points for Equitability Score (Eq Score) (e.g. equal benefit to Esquimalt Nation and Songhees Nation will achieve a score of 5 points). Each sections Eq score will then be combined to calculate a Total Equitability Score for a total score out of 15 points.
 The Equitability Score for each section will be calculated by dividing the smaller proportion provided to one nation over the larger proportion provided to the second nation to yield a percentage of the five (5) points available for each section.

EXAMPLE:

Bidder 2 For Training Hours Section 3.1:
 Eq Score = 150 EN Training Hours / 200 SN Training Hours * 5 = 3.75

The Total Equitability Score will be calculated as follows:

/15

Total Equitability Score = (Section 3.1 Eq Score + Section 3.2 Eq Score + Section 3.3 Eq Score)									
EXAMPLE:									
	Bidder 1			Bidder 2			Bidder 3		
	Sec 3.1 Eq Score	Sec 3.2 Eq Score	Sec 3.3 Eq Score	Sec 3.1 Eq Score	Sec 3.2 Eq Score	Sec 3.3 Eq Score	Sec 3.1 Eq Score	Sec 3.2 Eq Score	Sec 3.3 Eq Score
Eq Score (values from Sections above)	350/350 *5 = 5	7000/7000 *5 = 5	6/6 * 5 = 5	150/200 * 5 = 3.75	900/1,500 * 5 = 3	3/5 *5= 3	150/450* 5 = 1.67	5,000/10, 000*5 = 2.5	9/12 * 5 = 3.75
Total Eq Score	(5 + 5 +5) = 15			(3.75 + 3 + 3) = 9.75			(1.67 + 2.5 + 3.75) = 7.92		
Total Points Available									
									/60

Total IBP Score Calculation EXAMPLE:

Total IBP Score (maximum 60) = Section 3.1 Score + Section 3.2 Score + Section 3.3 Score + Section 3.4 Score

IBP Rating (maximum 10) = Total IBP Score/60 *10

	Bidder 1	Bidder 2	Bidder 3
Section 3.1 Training	15	7.5	12.90
Section 3.2 Labour	13.95	2.4	15
Section 3.3 Goods and Services provided by Indigenous Firms	8.55	5.7	15
Section 3.4 Equitability Score	15	9.75	7.92
Total IBP Score (/60)	52.50	25.35	50.82
IBP Rating (/10)	8.75	4.23	8.47

APPENDIX 4 – IBP BIDDER CERTIFICATION

1. At time of bid submission the bidders submitting an IBP **must provide** the following information - The tables below may be used as a guide by bidders to submit their proposals.
2. Information provided may be subject to verification.

TABLE 1 – Training

Training	Esquimalt Nation Training Hours	Songhees Nation Training Hours	Total Indigenous Training Hours
Include total hours of training proposed.			
Total Hours			
Describe proposed training:			

TABLE 2 - Labour

Labour	Esquimalt Nation Employee Hours	Songhees Nation Employee Hours	Total Indigenous Employee Hours
Bidders to include the total labour hours proposed.			
Total Hours			
Provide a breakdown of proposed labour hours:			

TABLE 3– GOODS AND SERVICES PROVIDED BY INDIGENOUS FIRMS (including subcontracting):

Combined total percentage of the total bid price consisting of Indigenous content that will benefit the Esquimalt Nation and/or Songhees Nation.

= No less than _____%

	Esquimalt Nation (%)	Songhees Nation (%)	Combined Percent of Total Bid Price to Indigenous Firms (%)
Percentage of total bid price proposed:			
Provide a breakdown of proposed goods and services to be provided:			

Bidder Certification

The Bidder must submit the following certification if an IBP is being provided, at time of bid submission.

INDIGENOUS BENEFITS PLAN CERTIFICATION:		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE
<p>The bidder authorized signatory certifies its IBP for contracting submitted with its bid is accurate and complete and acknowledges there is no conflict of interest with its subcontractors as indicated in SI11 – Limitation of Submissions and GI17 – Conflict of Interest – Unfair Advantage.</p>		

QUARTERLY CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - If an IBP is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IBP portion of their bid. The following table must be completed quarterly.

Canada reserves the right to audit the content of the report at any time. The Contractor must provide upon request detailed information such as invoices, work logs, payroll receipts, etc.

2. The Contractor must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe.

3. Information provided may be subject to verification.

4. The IBP Contract Achievement Reporting and Certification must be submitted quarterly.

5. Commitments made by the Contractor will be subject to GC5.5.3 and GC5.6.3

Return Reports to:

Contracting Authority Name: Ronny Ly, Supply Specialist

Email: ronny.ly@pwgsc.gc.ca

REPORT FOR THE PERIOD ENDING: _____

TABLE 4 –Achievement of Training Hours

Type of Training	Esquimalt Nation Training Hours	Songhees Nation Training Hours	Total Indigenous Training Hours
Include type of training and hours of training completed. ** Insert additional rows as required.			
Total Hours			
Comments:			

TABLE 5 – Achievement of Labour Hours

Position Title (where possible)	Esquimalt Nation Employee Hours	Songhees Nation Employee Hours	Total Indigenous Employee Hours
Bidders to include the # of hours per position proposed. ** Insert additional rows as required.			
Total Hours			
Comments:			

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TABLE 6 – GOODS AND SERVICES PROVIDED BY INDIGENOUS FIRMS (including subcontracting):

Indigenous Benefit value to Esquimalt Nation this quarter	Value \$
Detailed Subcontracting	
Total Benefit value to Esquimalt Nation	
Indigenous Benefit value to Songhees Nation this quarter	
Detailed Subcontracting	
Total Benefit value to Songhees Nation	

Use separate page if needed

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INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: PRIME CONTRACTOR

PRINT

SIGNATU

DAT

The Contractor authorized signatory certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: ESQUIMALT NATION

PRINT

SIGNATU

DAT

The Esquimalt Nation authorized signatory certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: SONGHEES NATION

PRINT

SIGNATU

DAT

The Songhees Nation authorized signatory certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

SRE 4 TECHNICAL EVALUATION COMPONENT**1.0 MANDATORY CRITERIA**

A response to the following sections is a mandatory bid requirement: Make-up of Bidder's Team (1.1), Bidder's Team Experience (1.2), UXO Qualified Professional Qualifications/Experience (1.3), Disposal Facilities (1.4) and YJLC Mandatory Disposal Facility Form (1.5).

Using the provided forms or using a reasonable copy of the provided forms on a separate page or pages, provide a response to each of the following mandatory requirements.

Failure by the Bidder to provide the required evidence shall result in the Bidder being considered non-responsive and no further consideration will be given to the Bidder.

1.1. Make-up of Bidder's Team

The Bidder shall be the Prime Contractor for this Contract. In Tables 1a and 1b below identify the parties that make up the Bidder's Team for the CFB Esquimalt Y-Jetty and Lang Cove Remediation Project including all subcontractors and/or partners that will provide the primary services in completing the Contract.

At least one party MUST be identified for each of the primary services identified. Only one party may be identified as the Bidder-Prime Contractor. A party may be identified for more than one primary service.

ALL parties identified in Section 1.2 as meeting the experience/qualification requirements MUST be identified below as being part of the Bidder's Team. All Disposal Facilities identified below MUST also be the same Facilities that are identified in Section 1.4 and Section 1.5

If more than one party is identified for each Service or for each experience/qualification requirement, at least one of the identified parties is required to be the resource used; all additional parties identified must be available as alternates.

Table 1a Prime Contractor

Bidder – Prime Contractor	Name of Party (If a joint venture or partnership, identify in brackets the key members/partners)
Bidder – Prime Contractor	

Table 1b Primary Services

Primary Service	Name of Parties (Bidder's Team)
Mechanical Dredging	
Material Effluent Treatment	
Processing Facility	
Disposal Facility(ies)	
UXO Professional	

1.2. Bidder's Team Experience

Identify the party that directly carried out the work, predominantly with its own forces, whether they were the prime contractor, a subcontractor or partner. ALL parties identified below MUST also be identified in Section 1.1 above – they must be part of the Bidder's Team for the Y-Jetty and Lang Cove Remediation Project. Note that a listed project can be used to demonstrate experience for multiple items, or multiple different projects can be listed to demonstrate experience for each item (if multiple projects are listed for a particular work item, submit on a separate copy of the page – only submit multiple projects if necessary).

- a) Identify in Table 2 projects demonstrating that the party that will carry out the dredging for the Y-Jetty and Lang Cove Remediation Project has dredged in a single consecutive 12 month period (either as part of a single project or multiple projects) within the last 5 years (between January 1st 2013 and September 1, 2018) a total volume of at least 10,000 m³ of sediment using mechanical dredging equipment in a tidally influenced environment. Only one party may be identified. The party must have directly carried out the work, predominantly with its own forces.

Table 2

Name of party that directly carried out the mechanical dredging	
Start and end dates (month/day/year to month/day/year) for the dredging, for the year in which the party has dredged in a single consecutive 12-month period within the last 5 years (between January 1 st 2013 and September 1, 2018) at least 10,000m ³ using mechanical dredging equipment	

Project name/description (one or two lines) and location	Owner/client name	Owner/client contact (email address and/or phone number)	Volume of mechanical dredging (m ³)
Total volume dredged within consecutive 12 month period; must sum to at least 10,000 m ³ :			

- b) Identify in Table 3 projects demonstrating that the party that will carry out the dredging for the Y-Jetty and Lang Cove Remediation Project has performed dredging of at least 5,000m³ contaminated sediments ("contaminated" meaning requiring upland disposal or treatment and upland disposal at authorized facilities) including compliance with Environmental Management Plans regarding requirements with environmental laws and regulations in a marine environment. The dredging project(s) must have been performed in a single consecutive 12 month period (either as part of a single project or multiple projects) within the last 5 years (between January 1st 2013 and September 1, 2018) and include a total volume of at least 5,000 m³:

Table 3

Name of party that directly carried out the mechanical dredging of contaminated sediment	
Start and end dates (month/day/year to month/day/year) for the dredging, for the year in which the party has dredged in a single consecutive 12-month period within the last 5 years (between January 1 st 2013 and September 1, 2018) at least 5,000m ³ of contaminated sediment using mechanical dredging equipment	

Project name/description (one or two lines) and location	Owner/client name	Owner/client contact (email address and/or phone number)	Name of party that authored the Environmental Management Plan	Volume of contaminated sediment mechanically dredged (m ³)
Total volume dredged within consecutive 12 month period; must sum to at least 5,000 m ³ .				

1.3. UXO Qualified Personnel Qualifications/Experience

Document that the UXO Qualified Personnel's achieves the below identified qualifications and experience related to monitoring, identifying, assessing, screening, handling/segregating/storing (where safe to do so), and documenting all potential UXO found during the work in accordance with Annex A to Chapter 3 of DND's Draft Range Clearance and Unexploded Explosive Ordnance (UXO) Activities Manual B-GL-381-003/TS-000 dated 12 April 2011 (Appendix A to these Specifications). Contractor **MUST** provide a maximum 2 page resume of the UXO Qualified Personnel. Only one person may be submitted for evaluation. If more than one person will be fulfilling this role, list the most senior or supervisory person.

Table 4. Unexploded Explosive Ordnance (UXO) Qualified Personnel Qualifications/Experience

Qualifications	Brief Summary of Qualifications
A graduate of a Directorate Ammunition and Explosive Regulation recognized formal university, college or other educational institution UXO training or course consisting of a minimum of 200hours of continuous instruction; or equivalent education to be reviewed by technical review committee	Yes <input type="checkbox"/> , No <input type="checkbox"/> , Equivalent <input type="checkbox"/>
Possesses a valid Canadian Forces Conventional Munitions Disposal (Basic) (formerly coded HA) qualification, or equivalent education to be reviewed by technical review committee	Yes <input type="checkbox"/> , No <input type="checkbox"/> , Equivalent <input type="checkbox"/>
Qualified as an Ammunition Technical Officer with a valid AEXN qualification code, or equivalent education to be reviewed by technical review committee	Yes <input type="checkbox"/> , No <input type="checkbox"/> , Equivalent <input type="checkbox"/>
If above qualifications are not applicable bidder to provide verifiable equivalency to the above qualifications, and MUST provide supporting documents.	
Experience	Brief Summary of Experience
Must have as a minimum eight (8) years of verifiable combined military/civilian Explosive Ordnance Disposal or range clearance/UXO activities experience with a minimum of three (3) years experience demonstrating their proficiency in the UXO field, supported through verifiable documentation. This demonstrated experience must cover all aspects of range clearance/UXO activities required for the Suspected UXO work under the Contract.	
Position pre-requisite experience also includes prior experience as a UXO Safety Officer or UXO Quality Control Supervisor, or equivalent experience to be reviewed by technical review committee	Yes <input type="checkbox"/> , No <input type="checkbox"/> , Equivalent <input type="checkbox"/>
UXO Qualified Personnel Resume attached (Two page maximum)	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.4. Disposal Facilities

In the tables below, identify the parties that are the Disposal Facility(ies) that are proposed to carry out the work under the Contract. **At least one Disposal Facility MUST be identified for each waste stream.** A Disposal Facility may be listed for more than one waste stream if applicable. More than one facility may be identified.

If multiple facilities are proposed for a waste stream at least one facility must meet the mandatory requirements. **Both waste streams MUST have at least one facility that meets mandatory requirements. If both waste streams do not have at least one proposed Disposal Facility that meets all requirements the bid will be considered non-responsive and no further consideration will be given to the Bidder.**

Table 4

Material To be Disposed at Facility	Name of Disposal Facility	Location (city/town, province/territory/state)	Mandatory YJLC Disposal Facility Form Included for Each Facility Listed (Section 1.5)
Sediment Quality: IL+ Waste Quality			<input type="checkbox"/> YES
Sediment Quality: IL+ Waste Quality (PCB>2ppm and <50ppm)			<input type="checkbox"/> YES

1.5. Mandatory Y-Jetty/Lang Cove Disposal Facility Form

Each Disposal Facility, as defined in Specification Section 01 11 55 General Instructions Section 1.3.16 Disposal Facility and listed above in Table 4 must have a separate YJLC Disposal Facility Form (template below) completed and submitted as part of the Tender Package.

At least one Disposal Facility must be identified. More than one disposal facility may be identified, but ALL facilities identified must meet the stated requirements in the Specifications and solicitation documents.

Bidder must provide a disposal facility for all sediment waste qualities identified in the specifications (i.e. IL+ Waste Quality (PCB<2ppm), IL+ Waste Quality (PCB>2ppm and <50ppm), and Leachable Lead Material) and account for final disposal of a cumulative volume of 51,500 cubic metres of sediment in the respective waste classes in the provided YJLC Mandatory Disposal Facility Form(s). Failure to account for disposal of the total cumulative specified volume of material will result in the Bidder being considered non-responsive and no further consideration will be given to the Bidder.

For the purposes of this Qualification Form, “operational” means “in or ready for use”, and being authorized by a Facility Regulator under Laws and Regulations to complete the services required under the Contract. For Disposal Facilities this means the facility is in or ready for use to receive, process, and place soil, sediment or other material in its final permanent disposal location at the facility as identified in the permit(s) and/or authorization(s).

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For Disposal Facilities the “valid and subsisting permit, license, certificate, approval, or any other form of authorization issued by a Facility Regulator” at the time of tender closing must authorize all activities required to complete disposal, including the placement of soil, sediment or other material in its final disposal location at the facility.

As part of their due diligence, Bidders MUST verify that the proposed facilities meet all requirements. It is suggested that Bidders confirm directly with the facilities, and also with the Facility Regulator. Canada may undertake its own due diligence review to verify if the proposed facilities meet the stated requirements in the Specifications and solicitation documents; however **Canada will not follow up with Bidders for additional information during the tender process.** All information provided on the YJLC Disposal Facility Form is subject to verification by Canada, if at any time the information on this form is proven to be incorrect or false the Bidder shall be disqualified and no further consideration will be given to the Bidder.

As a Mandatory part of the bid submission, Bidder's must provide for each proposed Disposal Facility(ies) the following:

(1) A fully completed YJLC Mandatory Disposal Facility Form authorized by a Qualified Professional [as defined in **Specification Section 01 11 55 General Instructions Section 1.3.55 Qualified Professional (QP)**]. Note that this form is two pages. Provide one separate form for each disposal facility proposed. Sections 1, 2 and 4 MUST be completed for each Disposal Facility proposed. Section 3 must be provided for each Disposal Facility that is a permanent, pre-existing facility and operates on First Nations reserve land in Canada subject to the First Nation Land Management regime outside of the jurisdiction of a Federal, Provincial, Territory, or State government.

YJLC Mandatory Disposal Facility Form**PROVIDE A SEPARATE FORM FOR EACH DISPOSAL FACILITY PROPOSED****Section 1:** Provide the following information

Bidder:	
Name of Qualified Professional:	
Professional Designation and Jurisdiction of Registration for Qualified Professional:	
Name of Disposal Facility:	
Address of Disposal Facility:	
Number or Identifier of Disposal Facility permit(s) or other form(s) of authorization:	
Facility Regulator(s) that issued the permit(s) or other form(s) of authorization:	
Material Proposed to be disposed of at facility:	<input type="checkbox"/> IL+ Waste Quality (PCB<2ppm) <input type="checkbox"/> IL+ Waste Quality (PCB>2ppm and <50ppm) <input type="checkbox"/> Leachable Lead Material
Volume of Material Proposed for disposal at this Disposal Facility:	

Section 2: Please review and confirm the Disposal Facility meets following Specification requirements:

At the time of tender closing the Disposal Facility is operational (as defined in Technical Evaluation section 1.5).	<input type="checkbox"/> Please check to confirm
The Disposal Facility has reviewed all the relevant tender documentation, including analytical data provided in Appendix C, representing the composition and quality of material to be disposed at the Disposal Facility, and prior to the substantial completion Contract date of February 28, 2020, the Disposal Facility can accept the volume and quality of material proposed to be disposed of at this Disposal Facility as described in Table 1 above. <i>NOTE: As per Specifications and solicitation documents – the combination of proposed disposal facilities must be able to accept a cumulative volume of 51,500 m³ (sum of Required Dredging which includes Payable Overdredge Allowance (base work), Contingency Re-Dredging (optional work), and Dredge Debris).</i>	<input type="checkbox"/> Please check to confirm
The Disposal Facility can issue all associated Certificates of Disposal prior to the substantial completion Contract date of February 28, 2020. As defined in Specification Section 01 11 55 General Instructions Section 1.3.4.	<input type="checkbox"/> Please check to confirm

Section 3 MUST be completed if the Disposal Facility is a permanent, pre-existing facility and operates on First Nations reserve land in Canada subject to the First Nation Land Management regime outside of the jurisdiction of a Federal, Provincial, or Territory government.

Section 3: Please review and certify the following information:

Confirmation from the Bidder that the Disposal Facility is unable to obtain a permit or license to operate from any applicable potential governing body or agency (i.e., federal, provincial, territorial, or state government).	_____ Signature of Bidder Representative
Confirmation from the land owner that they authorize the Disposal Facility to operate, and that they accept liability for the operation of the Disposal Facility and the appropriate management of the resulting contamination.	_____ Signature of Land Owner
Confirmation from Qualified Professional that the Disposal Facility is appropriately sited, designed, and managed (e.g. complies with the BC ENV <i>Solid Waste Facility Regulations</i>), and is suitable to accept and manage the disposal of material described in the tender documents.	_____ Signature of Qualified Professional
Confirmation Disposal Facility can obtain Environmental Liability Insurance covering operation of the facility	_____ Signature Disposal Facility Representative

Section 4: Required Signatures

By signing and sealing this form the Qualified Professional certifies that they have reviewed the permit for the proposed Disposal Facility and verifies that the Disposal Facility can accept the material proposed to be disposed of at this Disposal Facility as described in Section 1 above, in concentrations as documented in analytical data provided in Appendix C – Data Table.

Signature of Qualified Professional

Mandatory Qualified Professional Seal here:

I hereby certify that the information provided on this form has been verified and is correct:

Signature Disposal Facility Representative

Signature Bidder Representative

All information provided on this form is subject to verification by Canada, if at any time the information on this form is proven to be incorrect or false the Bidder shall be disqualified and no further consideration will be given to the Bidder.

2.0 POINT RATED CRITERIA

- (a) The Part 1 Technical Evaluation Component of the bid will be evaluated by the PWGSC Evaluation Board according to the technical evaluation criteria listed in the solicitation documents. Bidders should note that in areas where Canada considers the Technical Evaluation Component of the bid to be excessive, no additional rating points will be awarded.
- (b) The bid information will be rated from 0 to 10 for each technical criterion/element. The rating is then multiplied by the weight factors shown in the Technical Evaluation Criteria Table to produce a weighted rating.
- (c) In order for the bid to be considered responsive, the bidder must obtain a minimum sixty percent (60%) of the total available cumulative weighted points (minimum 120 points) for the Technical Evaluation Rating.
- (d) The Technical Evaluation Rating score will be pro-rated from the maximum of thirty five (35) points. While the maximum weighted technical evaluation total points is 200, the Technical Evaluation Rating score will be relative to Bidders' highest weighted technical evaluation total points.

- (1) The Bidders' total points will receive a Technical Evaluation Rating score as follows:

$$\frac{\text{Bidder's Technical Evaluation Rating Total Points} \times 35}{200}$$

Table 6. Technical Evaluation Points Rated Criteria

Technical Evaluation Criterion	Weight Factor	Rating	Weighted Technical Points Rating
1. Experience of Key Personnel			
Superintendent	2.0	10	0-20
Project Manager	2.0	10	0-20
Third Party Marine Surveyor (Vessel Inspections)	1.0	10	0-10
Hydrographic Marine Surveyor (Bathymetric Surveys)	1.0	10	0-10
Qualified Professional (Environmental)	1.0	10	0-10
Archaeological Monitor	1.0	10	0-10
2. Means and Methods of Project Work			
Project Management	1.0	10	0-10
Construction sequence for completion of the work to meet the schedule requirements	2.0	10	0-20
Marine dredging	2.0	10	0-20
Dredge Debris and Former Marine Railway Removal	1.0	10	0-10
Sediment Processing to Segregate Suspected UXO; management of segregated suspected UXO	2.0	10	0-20
Backfill material placement and Shoreline Capping	1.0	10	0-10
Environmental Protection (Including Dredge Water Management)	1.0	10	0-10
Offloading, Upland Transport, Treatment (if proposed) and Disposal	2.0	10	0-20
Total Points			0-200

2.1. Requirement for Bid Format

- a) The following bid format information should be implemented when preparing the Technical Evaluation Component of the bid:

- (1) Maximum number of pages (including text and graphics) to be submitted for the Point Rated Requirements is: **twenty-five 25 pages all inclusive. Up to 10 of the 25 pages can be figures and drawings and must include the following:**
 - (a) Conceptual Gantt Chart including milestones, substantial completion and final completion dates as indicated in the specification
- (2) Indigenous Benefits Plan – maximum 5 pages in addition to Appendix 4 tables
- (3) Submit three (3) bound copies of the bid + one (1) original + one (1) CD of the bid
- (3) Minimum font size – 11 point; font types Times New Roman or equal
- (4) Minimum margins – 12 mm left, right, top, and bottom
- (5) Double-sided submissions are preferred
- (6) One (1) page – means one side of a 8.5inch x 11inch sheet of paper (i.e. an 11 inch x14 inch page counts as two (2) pages)
- (7) The order of the documents should follow the order presented in Section 2.2 and 2.3
- (9) The following are not part of the page limitation mentioned above;
 - (a) Covering letter
 - (b) Table of Contents
 - (c) Front page of the Technical Evaluation Document
 - (d) Any amendments to the Technical Evaluation Document issued prior to date

- set for receipt of bid
 - (e) Transmittal Sheets
 - (f) Cover and backing of the document
 - (g) Blank tabs
 - (h) Mandatory Criteria Responses for Section 1.1, 1.2, 1.3, 1.4
 - (i) Mandatory YJLC Disposal Facility Forms
 - (j) Key personnel resumes
 - (k) Copies of permits, certificates, approvals, or other forms of authorization
 - (l) RFP Appendices, Annexes, and Attachments
- b) Consequence of non-compliance: any pages which extend beyond the maximum limits indicated, will be extracted from the bid and will not be forwarded to the PWGSC Evaluation Board for evaluation.

2.2. Technical Evaluation Component Criteria #1: Experience of Key Personnel

- a) Describe the Bidder's Key Personnel's experience, accomplishments (including details of their roles and responsibilities), and significant achievements for relevant projects (e.g., tidally influenced contaminated sediment dredging, clean material placement, water treatment, offloading and disposal) for each of the following categories:
- (1) Superintendent
 - (2) Project Manager
 - (3) Third Party Marine Surveyor (Vessel Inspections)
 - (4) Hydrographic Marine Surveyor (Bathymetric Surveys)
 - (5) Qualified Professional (Environmental)
 - (6) Archaeological Monitor
- b) For each of the above categories note the following:
- (1) Only one person may be submitted for each of the categories, though each category may have a different person. If more than one person is submitted for a particular category, only the first person identified will be evaluated. All personnel identified must be available and must be the resource used for duration of project work.
 - (2) Each category should briefly describe how the submitted projects are relevant to the proposed project (e.g. size, duration, cost, or other relevant details of the project).
 - (3) For each person a resume of a maximum of two (2) pages **MUST** be provided. Resume should include relevant experience to similar work associated with this Contract, including number or years of relevant experience. Point rated criteria will take into consideration years of relevant experience in the role proposed for the project.

2.3. Technical Evaluation Component Criteria #2: Means and Methods of Project Work

- a) In their description of means and methods for performing the work, bidders should explain and demonstrate their understanding of the requirements contained in the Specifications and solicitation documents and explain how they will meet these requirements. Bidders should refer to the submittals information requested in the Specifications to inform the type of information that will help the PWGSC Evaluation Board rate the Contractors understanding of the work under the Contract. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The description of means and methods should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the tender will be evaluated. Simply repeating the statement contained in the solicitation is not sufficient and will decrease the Bidders rating. In order to facilitate the evaluation of the tender, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same heading.
- b) Describe the Bidder's proposed sequence, means and methods during the "Project" to perform

work in accordance with the Specifications for each of the following categories; representative information for each means and methods evaluation criteria are listed below:

- (1) **Project Management:** Describe Bidder's approach for scope management, schedule management, budget management (including monthly cash flow forecasting), change management, and health and safety.
- (2) **Construction sequence for completion of the work to meet the schedule requirements:** Describe construction sequence for completion of the work to meet the schedule requirements. Provide both narrative description and conceptual Gantt chart identifying all critical work elements, interdependencies, concurrent work, work durations, milestone dates and substantial and final completion dates to meet the schedule requirements.
- (3) **Marine Dredging:** Describe types and number of equipment to be used, anticipated working hours per day and production rates, approach to maximize removal of sediment in areas where underlying bedrock is anticipated, positioning control (horizontal and vertical), and any other critical challenges.
- (4) **Dredge Debris and Former Marine Railway Removal:** Describe means and methods for managing identified debris and dredge debris, including types and number of equipment to be used and approach to debris removal, transport and disposal.
- (5) **Sediment Processing to Segregate Suspected UXO; management of segregated suspected UXO:** Identify location of proposed Processing Facility and indicate status of permit, license or authorization issued by a Facility Regulator if applicable, equipment, and anticipated production rates, and methods to segregate and manage suspected UXO. Describe how UXO Qualified Personnel will work with Processing Facility personnel, and dredging contractor for Chance Find Procedures.
- (6) **Backfill Material Placement and Shoreline Capping:** Describe types and number of equipment to be used, placement methods to achieve requirement thicknesses and tolerances, anticipated production rates, positioning control, and any other critical challenges.
- (7) **Environmental Protection (Including Dredge Water Management):** Describe means and methods to comply with the Environmental Management Plan, including water quality controls (i.e., silt curtain), equipment decontamination, fuel spill prevention and response, and environmental controls. Describe means and methods to manage dredge effluent on barges at the Work Site to comply with the Environmental Management Plan, including storage, testing, and other requirements per the Specifications.
- (8) **Offloading, Upland Transport, Treatment (if proposed) and Disposal:** Describe types and number of equipment, anticipated working hours per day, and production rates at the Off-Site Offloading Facility and during upland transport; describe the means and methods for spill prevention and management of sediment at the Off-Site Offloading Facility; provide the location of the Off-Site Offloading Facility; describe methods to protect against loss of dredge materials, Identified Debris and Dredge Debris during upland transport; and, describe any dewatering or anticipated addition of dewatering amendments for dredge sediment to facilitate handling and upland transport. Provide the location of the Disposal Facility and Treatment Facility (if applicable), and describe dredge materials and Identified debris and Dredge debris handling at the facility(ies), describe measures of spill prevention and management of sediment at the facility(ies).

c) For each of the above categories note the following:

- (1) The proposed sequence, means and methods must be sufficiently complete to adequately describe the general project management processes that will be used on the proposed project.
- (2) The proposed sequence, means and methods will become part of the Contract. The

Bidder will be required to perform the work using the proposed sequence, methods and means. This is subject to the constraint described below.

- (3) The proposed means and methods cannot contradict the Contract. Submission of proposed means and methods that contradicts the Contract will be deemed as a non-responsive bid and will not be evaluated further.

3.0 PWGSC Evaluation Board and Generic Evaluation Table

- 3.1. The PWGSC Evaluation Board will evaluate the strengths and weaknesses of the Bidder's response to the Technical Evaluation Component criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation Table 7. The final score will be a single score agreed to by the entire Board.

Table 7. Technical Evaluation Component Generic Evaluation Criteria

Non Responsive	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 performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

SRE 5 PRICE EVALUATION

- (a) The envelope containing the price (Price Bid Form) will be opened upon completion of the technical evaluation detailed above
- (b) The Part 2 – Price Bid Component envelopes, corresponding to responsive bids which have achieved the minimum pass mark of **one-hundred and twenty (120) points** and met the Mandatory Criteria from the Technical Evaluation Component are opened upon completion of the technical evaluation. When there are three or more responsive bids, an average price is determined by adding all the price bids together and dividing the total by the number of price bids being opened. This calculation will not be conducted when one or two responsive bids are received.
- (c) When three or more responsive bids are received, all price bids which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.
- (d) The remaining price bids are rated as follows:
- (1) The lowest priced bid receives a Price Rating Possible Range of 100 (Maximum Score 55)
 - (2) The subsequent prices will receive a Price Rating Score as follows:
$$\frac{\text{Lowest Price} \times 55}{\text{Bid Price}}$$

SRE 6 EVALUATION OF BIDS

1.0 Total Bid Score Evaluation

- (a) Total Scores will be established in accordance with the following:

Table 8. Total Bid Score Evaluation

	Rating Possible Range	% of Total Score	Score (Points)
Indigenous Benefits Plan (IBP)	0-60	10	0-10
Technical Evaluation Rating	0-200	35	0-35
Price Rating	0-100	55	0-55
Combined Total Score		100	0-100

- (b) **The top ranked bid is the bid with the highest Total Score** (IBP Score plus Technical Evaluation Rating Score plus Price Rating Score). In the case where the Total Score is a tie, the Proponent submitting the lowest responsive bid price for the services will be selected.
- (c) Canada will evaluate the Bidders' responses received and such evaluation will be based on the following factors:
- (1) compliance with the terms and conditions of this solicitation;
 - (2) the cost representing best value for a technically compliant bid to Canada for the work, having regard to qualifications, exceptions or alterations to the technical requirements;
 - (3) assessment of all technical documentation and information for technical compliance;
 - (4) delivery date compliance with the specified schedule;
- (d) Canada reserves the right to reject any bid which does not comply with this solicitation. Any deviation is to be clearly identified and supported with full details.
- (e) Any Bidder may be required to demonstrate to Canada's satisfaction that it is capable of successfully completing the work in accordance with the Specifications and this solicitation.

- (f) Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the *Access to Information Act*.

1.1 Basis of Selection – Highest Combined Rating of IBP Score and Technical Evaluation Rating Score and Price Rating Score

- (a) To be declared responsive, a bid must:

- (1) comply with all the requirements of the bid solicitation;
 - (2) meet all mandatory technical criteria;
 - (3) obtain the required minimum pass score of sixty (60%) percent cumulatively for the Technical Evaluation Criteria (Table 8);
- The rating is performed on a scale of 100 Points.

- (b) Bids not meeting 1.1 (a) (1) or (2) or (3) above will be declared non-responsive.

- (c) The selection will be based on the highest responsive combined IBP Score and Technical Evaluation Rating Score and Price Rating Score. The ratio will be 10% for the IBP rating, 35% for the technical evaluation rating and 55% for the price rating.

The table below illustrates an example where five bids are received and the selection of the contractor is determined by a 10/35/55 ratio of IBP Score, Technical Evaluation Rating Score and Price Rating Score, respectively.

Table 9. Basis of Selection – Highest Combined Total Score: IBP Score (10%) Technical Evaluation Rating Score (35%) and Price Rating Score (55%)

	Bidder				
	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Mandatory Criteria	Yes	Yes	Yes	No	Yes
Technical Evaluation Rating	175/200	100/200	148/200	Did not meet Mandatory Criteria, Technical and IBP Not Scored	150/200
IBP Score	52.5/60	Not Technically Compliant – IBP Not Scored	50.67/60		0 (Not Submitted)
Evaluated Bid Price	\$120	Not Technically Compliant – Bid Price Not Opened	\$100	Bid Price Not Opened	\$110
Calculations					
Technical Evaluation Rating Score	$175/200 \times 35 = 30.63$	--	$148/200 \times 35 = 25.9$	--	$150/200 \times 35 = 26.25$
IBP	$52.5/60 \times 10 = 8.75$	--	$50.67/60 \times 10 = 8.45$	--	0
Price Rating Score	$100/120 \times 55 = 45.83$		$100/100 \times 55 = 55$		$100/110 \times 55 = 50$
Combined Total Score	$30.63 + 8.75 + 45.83 = 85.21$		$25.9 + 8.45 + 55 = 89.35$		$26.25 + 0 + 50 = 76.25$
Overall Rating	2 nd		1 st		3 rd



**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

APPENDIX 6 - 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 its 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			

APPENDIX 7 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders bidding 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 on page 2 of 2 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 on page 2 of 2.

If you accept fill out and sign page 2 of 2

* *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.*

Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

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

Trades of those apprentices:

MAY 02 2018



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

R.097231.002

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
DND		CFB Esquimalt/Formation Safety and Environment (FSE)	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
N/A		N/A	
4. Brief Description of Work / Brève description du travail The Esquimalt Harbour Remediation Project Implementation Phase supports the construction stage of remediation of contaminated sediment at Y-Jetty and Lang Cove.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



Government of Canada
Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMBLEMES | | | |

Special comments:

Commentaires spéciaux : Reliability Status required for UNESCORTED ACCESS TO OPERATIONS ZONE

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

*ON DND PREMISES
UNSCREENED PERSONNEL MAY ONLY
ACCESS PUBLIC/RECEPTION ZONES*

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Contract Number / Numéro du contrat R.097231.002
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COMSEC							
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	
						TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	A		B	C					
Information / Assets / Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX B - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Y-Jetty and Lang Cove Remediation Project Esquimalt, B.C.	Contract No. EZ113-190891/001/PWY
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor) Code	Address (No., Street)	City	Province	Postal
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	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				\$		
Pollution Liability				\$		Aggregate
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$

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 3

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 Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting 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.

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

1. The Contractor must obtain "Pollution Legal Liability - Fixed Site Coverage" 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 "Pollution Legal Liability - Fixed Site Coverage" 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. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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- 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.

