



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/

See herein

NA

Québec

NA

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC-PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Temporary Wharf, Cap-aux-Meules Temporary Wharf, Cap-aux-Meules, Îles de la Madeleine (Québec)	
Solicitation No. - N° de l'invitation EE519-220888/A	Date 2021-08-11
Client Reference No. - N° de référence du client R.117731.001	
GETS Reference No. - N° de référence de SEAG PW-\$QCM-039-18205	
File No. - N° de dossier QCM-1-44070 (039)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-09-08 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jean, Serge	Buyer Id - Id de l'acheteur qcm039
Telephone No. - N° de téléphone (418) 928-1906 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA ESC-1 MPO/Transport 180, AVE DE LA CATHEDRALE RIMOUSKI Québec G5L5H9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir Doc.	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

**CONCEPTION AND CONSTRUCTION
TEMPORARY WHARF
CAP-AUX-MEULES, ILES DE LA MADELEINE (QUÉBEC)**

IMPORTANT NOTICE TO BIDDERS

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 of the Special Instructions to Bidders.

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>

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)

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/R2710T/22>

GI01	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
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GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
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Solicitation No – N° de l'invitation
EE519-220888/A
Client Ref No. – N° de réf. du client
R.117731.001

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-1-44070

Buyer ID – id de l'acheteur
QCM039

SUPPLEMENTARY CONDITIONS (SC)

SC01 Industrial Security Requirements
SC02 Insurance Terms
SC03 Interpretation
SC04 Replacement of Specific Individuals
SC05 Types and amounts of contract security
SC06 Optional services

CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

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

APPENDIX 1 PRICE FORM

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

APPENDIX 3 CERTIFICATE OF INSURANCE

APPENDIX 4 STATEMENT OF WORK

ANNEX 1 IDENTIFICATION OF THE BIDDER, TEAM MEMBERS AND KEY PEOPLE FORM
ANNEX 2 INTEGRITY PROVISIONS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a contractor to provide the services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete bid - refer to SI06 'Submission of Bid'.

SI02 BID DOCUMENTS

1. The following are the bid documents:
 - a. Request for Proposal - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Statement of Work;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Request for Proposal - Page 1, at e-mail address serge.jean@tpsgc-pwgsc.gc.ca as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than **five (5) calendar days** prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for Proposal - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI04 SITE VISIT / BIDDERS' CONFERENCE

There will not be a site visit. Wharf is accessible to general public. Individuals participating in the site visit should provide appropriate clothing, but at least: construction vest, security boots, security glasses, security helmet and flotation vest.

A bidders' virtual meeting will be held on MS TEAMS from 2 PM to 4 PM on August 25, 2021. Bidders shall communicate by email to serge.jean@tpsgc-pwgsc.gc.ca

SI05 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follows:

Delete GI08.2 and replace with the following:

2. A bid bond (form **PWGSC-TPSGC 504**) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, **Acceptable Bonding Companies**. The bid bond can only be in the form of Signed and Sealed electronic digital version.

- 2.1 A bid bond may submitted in an electronic format (Electronic Bonding (E-Bond)) must meet the following criteria:

- a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
- c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
- d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
- e. Submitting copies (non-original, non-verifiable or scanned copy) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.

- 2.2 Bonds failing the verification process will NOT be considered valid.

- 2.3 Bonds passing the verification process will be treated as original and authentic.

SI06 SUBMISSION OF BID

R2710T GI09 Submission of bid is replaced with the following:

Submissions can only be sent by epost Connect service.

Timely and correct delivery of bids is the sole responsibility of the Bidder.

1. Electronic Bid Submission by epost Connect service

Steps to follow for the Bid Submission to Bid Receiving Unit using epost Connect:

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>

- 1.1 Unless specified otherwise in the bid solicitation, bids may be submitted by using the **epost Connect service** provided by Canada Post Corporation.

- 1.2 The only acceptable email address of the Bid Receiving Unit to use with epost Connect for responses to this bid solicitation is: TPSGC.RQReceptionSoumissions-RSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Important Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is ONLY to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

- 1.3 To submit a bid using epost Connect service, the Bidder must either:

- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation;

or

- ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- 1.4 If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate

an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- 1.5 If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- 1.6 The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- 1.7 It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the following address in order to register for the epost Connect service: 1550, d'Estimauville avenue, Quebec (Quebec) G1J 0C7.
- 1.8 For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- 1.9 The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- 1.10 Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- 1.11 A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

The bid must be received on or before the date and time set for solicitation closing. The Bidder should ensure that the following information is in the bid identification :

- a. Solicitation Number;
- b. Name of Bidder;

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

SI07 REVISION OF BID

Item 1 and 3 of SI10 of R2710T are replaced by the following:

A bid may be revised by epost Connect or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 418-566-6168.

SI08 LATE SUBMISSIONS

1. PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in SI07.2. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically, the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect.
2. A bid delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC).

SI09 INSUFFICIENT FUNDING

In the event that the lowest compliant bid 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 lowest compliant bid.

SI10 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders 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 invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI11 RIGHTS OF CANADA

1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI12 OVERVIEW OF THE BID EVALUATION METHOD

1. Technical components of all responsive Technical Bid are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Scores specified in the Submission Requirements and Evaluation section of the RFP will be further considered.
3. The Financial Bid File of all responsive proposals are opened upon completion of the technical evaluation.

4. The cost-per-point ratio will be established and the Evaluation Committee will recommend contacting first the bidder who has obtained the lowest cost-per-point ratio for the performance of the work.
5. PWGSC normally expects to advise in writing unsuccessful Bidders within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.

SI13 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with **one electronic copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer.

SI14 SUBMISSION REQUIREMENTS AND EVALUATION

1.1 Requirement for Proposal Format

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

- Submit one (1) file of the Financial Bid
- Submit one (1) file of the Technical Bid
- Page size should be: 216mm x 279mm (8.5" x 11")
- Minimum font size - 10 point Arial or equal
- Minimum margins - 12 mm left, right, top, and bottom
- 279mm x 432 mm (11" x 17") fold-out page for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal.

1.2 Specific Requirements for Proposal format

The maximum number of pages (including CV, text and graphics) to be submitted for the Rated Requirements under 2.2 is **twenty (20) pages**.

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

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

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

2.1 MANDATORY REQUIREMENTS

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

Mandatory requirements	Reference	Submission envelope/file
Bid Security	<p>With its bid, the bidder must include a bid security in the form of a bid bond or a guarantee deposit.</p> <p>See section GI05 “Bid security requirements” of clause R2710T (2020-05-28), available at: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/18</p>	Financial bid
Identification of the bidder, team members and key people	<p>The members of the bidder’s project team are as follows:</p> <ol style="list-style-type: none"> 1) Project director 2) Engineer or Naval Architect <p>Information required - name of the company and of the key people to be assigned to carrying out the project.</p> <p>For a joint venture, indicate its existing or proposed legal form.</p> <p>An example of a (typical) acceptable form for submitting information identifying the team members is given in Annex 1.</p>	Technical bid

2.2 RATED REQUIREMENTS

2.2.1 Bidder's accomplishments

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

The bidder must submit one (1) project undertaken and completed during the dix (10) years prior to the closing date of the request for proposals for temporary wharf build with floating equipment's (barges, floating wharfs, pontoons etc..)

Information that should be provided for each project:

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

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

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

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

1) Installation or rend of temporary wharf

The Bidder should demonstrate its experience in this area by providing an example of a similar project. For the purposes of this request for proposal, of what is defined as:

- Installation of barge facilities on support (spuds) to allow the mooring of vessels;
- Installation of temporary wharf,
- Mobilization, installation and monitoring during the installation, demobilization;
- Design, fabrication and installation of access gateways;
- The equipment must include terminals, cleats rigging plate and defences.

2.2.2 Achievements of key people

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

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

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

- 1) Project Director
- 2) Engineer and or Naval Architect

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

REMINDER: The Project Director must be directly employed by the bidder. A score of zero (0) will be granted to the project director if not directly employed by the bidder. The Engineer or Naval Architect can be subcontracted resources.

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

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

Furthermore, for each key person, present one 1 projects performed and completed over the ten (10) years preceding the closing date for the request for proposal. To do so, describe the successes, achievements, expertise, roles and responsibilities as well as the level of participation for each of the key staff members in the previous projects.

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

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

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

1) Project Director

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

- Steering the project: Within the framework set by the contracting authority and in agreement with the project team, he or she ensures compliance with the specifications in the statement of work, timeframes, budget and quality standards.
- Guiding the project through all its phases.
- Providing continuous leadership and supervising the interactions between the superintendent and the project team (geotechnical engineer, naval architect, health and safety representative as well as the environmental representative).
- Making the required decisions regarding any significant problems and the mitigation of elevated risks.
- Making sure that the superintendent undertakes proper planning and implementation, taking into account the size, complexity, visibility of the risks and the administrative needs of the project.
- Anticipating the impacts, limitations and issues: He or she makes sure that the impacts from changes are properly taken into account and provides effective guidance in order to respond to issues and mitigate risks.
- Ensuring the implementation of the quality management plan throughout the project in compliance with the ISO 9001-2015 standard:
- Leading the change and ensuring efficient and timely decision-making: He or she makes the necessary decisions while respecting the imperatives, objectives and limitations, making sure these decisions are in line with the issues and objectives set by the contracting authority.
- The project director makes sure that:
 - The work is undertaken in accordance with trade practices (quality standards, methods, techniques, regulations);
 - The work is compliant with the project framework (budgets, timeframes, response to needs);
 - All of the impacts on the various functions of the enterprise or organization are properly identified and taken into account;
 - Any potential difficulties are properly identified and anticipated sufficiently early;
 - The risks are evaluated and understood and avoidance measures are taken;
 - Solutions are proposed for decision-making along with sufficient supporting arguments (benefits, disadvantages, scenarios, impacts, etc.).
- He or she also makes sure to list the decisions to be made in order of importance based on the issues (management of priorities).

2) Engineer or naval architect

For this project, the services of an engineer or naval architect are required to ensure the safety of the workers. In particular, the validation of the structural capacity of temporary facilities, the design of gangway access between the wharf and the temporary wharf, validate the stability of a temporary wharf in relation to local conditions and the list of boats transmitted, approve the methodology of installation, approve the installation of lighting and all other engineering activity required. To do this, he shall, under the supervision of the Project Director.

2.2.3 Understanding of the Project

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

Information that should be provided:

- Description of the project's general goals and objectives, limitations, challenges, issues, technical and environmental requirements;
- In light of the methods and means planned by the bidder, indicate how these will make it possible to achieve the project's goals and objectives. Indicate how these methods and means are properly adapted to the project's limitations, challenges, issues and requirements (technical and environmental).

2.2.4 Scope of Services

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

Information that should be provided:

- description of the equipment;
 - list of floating equipment (including fact sheets).
 - licenses and certifications of equipment.
 - dimensions of the equipment.
 - load carrying capacity.
 - ability terminals or cleats.
 - Energy and resistance defences.
 - location of scales.
 - sketches of gateways for access to docks temporary.
- work plan - description of the tasks and deliverables;
 - method of mobilization and demobilization of equipment
 - method of installation of floating equipment
 - method of installation of gateways to access.
 - method for tracking, and inspection of temporary wharf.
- project schedule – the Bidder should provide a proposed schedule for performance of the work;
 - the schedule shall include the following activities:
 - Mobilization of equipment
 - Installation of the gangway
 - Commissioning of the temporary wharf.
 - Follow-up inspections of equipment (if required).
- Risk management strategy (including the environment and hazardous materials);
- Description of the quality control method and explain how this control will take place during the project.
- project team,
 - Employees list (other than key personal)
 - Organigram
 - Supplier and subcontractor list.

2.3 EVALUATION AND RATING

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

Evaluation Criteria	Score	Weighting	Maximum Mark	Minimum Mark Required
2.2.1 – Bidder's Accomplishments				
Project 1 – Complex demolition project	0-10	20	200	
Subtotal 2.2.1:			200	120
2.2.2 - Experience of the Bidder's Key Personnel				
Project director's experience	0-10	2.5	25	
Project director – Project 1	0-10	2.5	25	
Engineer's experience	0-10	2.5	25	
Engineer – Project 1	0-10	2.5	25	
Subtotal 2.2.2:			100	60
2.2.3 – Project Understanding				
Description of the project's general goals and objectives, limitations, challenges, issues, technical and environmental requirements;	0-10	5	50	
In light of the methods and means planned by the bidder, indicate how these will make it possible to achieve the project's goals and objectives. Indicate how these methods and means are properly adapted to the project's limitations, challenges, issues and requirements (technical and environmental).	0-10	5	50	
Subtotal 2.2.3:			100	
2.2.4 – Scope of Services				
Description of the services	0-10	10	100	
Work plan	0-10	5	50	
Scheduling	0-10	4	40	
Risk management	0-10	2	20	
Quality control	0-10	2	20	
Description of the team	0-10	2	20	
Subtotal 2.2.4:			250	150
TOTAL TECHNICAL RATING			650	390
Total of subtotals 2.2.1 to 2.2.5:				

Generic Evaluation Table

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

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

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

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

PRICE EVALUATION

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

SELECTION METHOD

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

For example:

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

SI15 COMPLETION OF SUBMISSION

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

SI16 DEBRIEFING

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

SI17 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

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

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

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

Bid Bond (form PWGSC-TPSGC 504)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)
http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

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

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

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

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

R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)

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/R2710T/22>

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

CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2019-11-28);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2019-11-28);
GC6 Delays and Changes in the Work	R2860D	(2019-05-20);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2882D	(2019-11-28);
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 Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY REQUIREMENTS

There is no industrial security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1) **Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) **Period of Insurance**

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

3) **Proof of Insurance**

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

4) **Insurance Proceeds**

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

5) **Deductible**

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

SC03 INTERPRETATION

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

“Architectural and Engineering Services ”:

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

“Construction Services ”:

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

“Facility Maintenance Services ”:

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

SC04 REPLACEMENT OF SPECIFIC INDIVIDUALS (A7017C)

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

SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY**REMOVE AND REPLACE GC9.2.2 with the following**

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
 - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
 - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
 - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

SC06 OPTIONAL SERVICES

1. The Contractor grants to Canada the irrevocable option to acquire the optional services in accordance with the terms and conditions set forth in this RFP and corresponding Terms of Reference documents. The Contractor agrees to carry out this work under the conditions and fees specified in the Contract.
2. The Optional Services may be exercised only by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The option comes into force immediately after the Contracting Authority has given notice.
3. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
4. Optional Services must be performed and completed within the period indicated.

BID AND ACCEPTANCE FORM (BA)**BA01 IDENTIFICATION**

CONCEPTION AND CONSTRUCTION: TEMPORARY WHARF AT CAP AUX MEULES, ILES DE LA MADELEINE (QUÉBEC)

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-Mail address: _____

BA03 THE OFFER

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

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONTRACT PERIOD

The Contractor shall perform and complete the Work on or prior to March 1st, 2022. Please refer to the Statement of Work for periods of work restriction and timelines for the various stages of the project.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI05 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - PRICE FORM

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

Item Section 01 29 00 Payment	Description	Price
1,1,3,1,1	Engineering services	\$
1,1,3,1,2	Site mobilisation and equipment installation	\$
1,1,3,1,3	Equipment rental 1 st year	\$
1,1,3,1,4	Equipment rental 2 nd year	\$
1,1,3,1,5	Dismantling and demobilization of equipment	\$
OPTIONS	Description of optional services	Price
1,1,3,2,6	Equipment rental 3rd year	\$
1,1,3,2,7	Equipment rental 4th year	\$
1,1,3,2,8	Equipment rental 5th year	\$
TOTAL	Total amount of the bid	\$

The total amount of the tender must be broken down in accordance with section 01 29 00 Payment of the specifications.

**APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY AND CONTRACTOR'S KEY PEOPLE
TO BE COMPLETED AT CONTRACT AWARD**

Contracting Authority is: *Indicated on award*

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: ____ - ____ - _____

Email: _____

Technical Authority is: *Indicated on award*

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: ____ - ____ - _____

Email: _____

Contractor's Key People:

Project Director: _____

Engineer or Naval Architect: _____

Solicitation No – N° de l'invitation
EE519-220888/A
Client Ref No. – N° de réf. du client
R.117731.001

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-1-44070

Buyer ID – id de l'acheteur
QCM039

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



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 1 of 5

Description and Location of Work CONCEPTION AND CONSTRUCTION: TEMPORARY WHARF CAP-AUX-MEULES, ILES DE LA MADELEINE (QUÉBEC)		Contract No. EE519-220888
		Project No. R.117731.001
Name of the Insurer, Broker or Agent Province Postal Code		Address (No., street) City
Name of the Insured (Contractor) Province Postal Code		Address (No., street) City
Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>		

Type of Insurance	Insurer Name and Policy Number	Effective Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Par Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
Umbrella/Excess Liability				\$	\$	\$
Environmental Impairment Liability Insurance				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability Insurance				\$		
Errors and Omissions Liability Insurance				\$		

Solicitation No – N° de l'invitation
EE519-220888/A
Client Ref No. – N° de réf. du client
R.117731.001

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-1-44070

Buyer ID – id de l'acheteur
QCM039

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

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 5

General

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

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

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

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

Commercial General Liability

1. The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.
2. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
 - a. Blasting.
 - b. Pile driving and caisson work.
 - c. Underpinning.
 - d. Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.
3. The policy must have the following minimum limits:
 - a. **\$5,000,000** Each Occurrence Limit;
 - b. **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
 - c. **\$5,000,000** Products/Completed Operations Aggregate Limit.
4. Umbrella or excess liability insurance may be used to achieve the required limits.

Environmental Impairment Liability Insurance (G2040C)

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

CERTIFICATE OF INSURANCE Page 3 of 5

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

For the province of Quebec, send to:

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

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

CERTIFICATE OF INSURANCE Page 4 of 5

Marine Liability Insurance (G5003C)

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

CERTIFICATE OF INSURANCE Page 5 of 5

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

Errors and Omissions Liability Insurance (G2002C)

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

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APPENDIX 4 – STATEMENT OF WORK (See specifications and plans)

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

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

IDENTIFICATION OF THE BIDDER

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

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

Phone Number:

Fax number:

Email:

**Procurement Business
Number:**

IDENTIFICATION OF THE TEAM MEMBERS AND THE KEY PEOPLE

I. BIDDER:

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

Key People (and professional accreditation, where applicable)

Project Director:

Naval engineer or architect:
.....

II. Key Subcontractors and Specialists :

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

Key Person (and professional accreditation)

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

Key Person (and professional accreditation)

ANNEX 2 - INTEGRITY PROVISIONS

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

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

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

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