



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches et  
Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB, E3C 2M6

**Email / Courriel :** [DFOtenders-  
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any  
attached sheets at the price(s) set out  
therefor.

Proposition à : Pêches et Océans 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 appendices ci-jointes, les biens  
et les services énumérés ici sur toute  
feuille ci-annexée, au(x) prix indiqué(s).

|   |  |   |
|---|--|---|
| <b>Title / Titre</b><br>Geotechnical Investigation – Escoumins<br>Harbour – Anse Aux Basques  |  | <b>Date</b><br>July 26, 2022                        |
| <b>Solicitation No. / N° de l'invitation</b><br>30003058  |  |   |
| <b>Client Reference No. / No. de référence du client(e)</b><br>30003058   |  |   |
| <b>Solicitation Closes / L'invitation prend fin</b><br><b>At / à :</b> 14:00<br>ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique)<br><b>On / le :</b> August 25, 2022  |  |   |
| <b>F.O.B. / F.A.B.</b><br>Destination   | <b>Taxes</b><br>See herein — Voir<br>ci-inclus | <b>Duty / Droits</b><br>See herein — Voir ci-inclus |
| <b>Destination of Goods and Services / Destinations des biens et services</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Instructions</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Address Inquiries to : /<br/>Adresser toute demande de renseignements à :</b><br>Karine Plante, Senior Contracting Officer<br><b>Email / Courriel:</b><br><a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> |  |   |
| <b>Delivery Required / Livraison exigée</b><br>See herein — Voir en ceci  | <b>Delivery Offered / Livraison proposée</b>   |   |
| <b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>   |  |   |
| <b>Telephone No. / No. de téléphone</b>   | <b>Facsimile No. / No. de télécopieur</b>      |   |
| <b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>  |  |   |
| <b>Signature</b>  | <b>Date</b>                                    |   |



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

The Work to be performed is detailed under “Annex A” of the resulting contract clauses.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

### **1.4 Trade Agreements**

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

**As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Quebec**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



## 2.5 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software;

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

**Section IV: Additional Information** (one soft copy in PDF format)

#### **Important Note:**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"



**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to annex "C".

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price -Canadian / Foreign Bidders

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.





## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.



### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

#### 5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

#### 5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

#### 5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### 5.2.3.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN



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or GST/HST number, the T2 Corporation Tax number must be shown:

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**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

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Signature

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Print Name of Signatory

**5.2.4 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension*



Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### **The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

**As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

**6.3.1.1** 2010B (2022-01-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.2.1** Subsection 10 of 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-01-28), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:facturation.MPO@DFO-MPO.gc.ca). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);



- h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
    - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
    - j. Deduction for holdback, if applicable;
    - k. The extension of the totals, if applicable; and
    - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
  3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 6.3.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information apply to and forms part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to January 15, 2023.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karine Plante  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6  
Telephone: 506-377-9127  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.5.2 Project Authority *(to be inserted at Contract award)*



The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be paid for its cost reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.





**6.7.1.2** All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

**6.7.1.3** Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

## **6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **6.7.3 Methods of Payment**

### **6.7.3.1 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

## **6.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)



## 6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)  
Cc AP Coder (to be insert at contract award)

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Quebec**.

### 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) **4007** (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information apply to and forms part of the Contract;
- (c) **2010B** (2022-01-28), General Conditions - Professional Services (Medium Complexity)\_apply to and forms part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Evaluation Criteria;
- (g) Annex D, Insurance Conditions;
- (h) the Contractor's bid dated \_\_\_\_\_ *insert date of bid [If the bid was clarified or amended, insert at the time of contract award]*: “, as clarified on \_\_\_\_\_ .

### 6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.



The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **6.13 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

### **6.14 Environmental Considerations**

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
  - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
  - The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
  - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
  - Use public transportation or another method of green transportation as much as possible.



## **ANNEX "A" STATEMENT OF WORK**

### **GEOTECHNICAL INVESTIGATION - ESCOUMINS HARBOUR – ANSE AUX BASQUES**

#### **REQUIRED SERVICES DESCRIPTION**

**IMPORTANT : ACTUAL PROJECT IS CONFIDENTIAL : INFORMATION RELATED TO THIS CONTRACT MUST NOT BE DISCLOSED.**

### **1 MANDATE, OBJECTIVES, CONTEXT AND TESTS TO BE PERFORMED**

#### **1.1 Mandate**

The mandate will consist of carrying out a drilling campaign in the area of the current floating docks. The contract will require drilling from a barge. Eight (8) boreholes are required and will be numbered F-01 to F-08 (see figure). If a slope is noticed between the front and rear boreholes, the 2 additional boreholes F09 and F10 must be added, based on the unit rate on the schedule.

Drillings F04 F06 and F07 will have to reach a depth of 2 m in bedrock. If the rock is of poor quality (very fractured – RQD less than 30%), it will be necessary to extend the drilling until an RQD of 50% is obtained, for a maximum of an additional 1.5 m, and promptly notify the Departmental Representative.

All field work shall be directly supervised by an intermediate geotechnical engineer.

#### **1.2 Context of survey**

The Department of Fisheries and Oceans plans to build a wharf in the area of the current gangway. The following options are being considered:

- 1- Wooden crib dock with a dimension of approximately 13m X 30m ±;
- 2- Wharf with Berlin wall facade;
- 3- Wharf on piles with rock sockets

Option 1 - It is known that the rock in the area has a significant slope based on the plans of the existing structures and the surrounding topography. It is therefore important that the boreholes provide information on the slope of bedrock and that the study presents recommendations in relation to the stability of a timber crib and the bearing capacity of the soil in place and the anticipated settlements, if applicable.



Recommendations are also expected on the suitability of the soils in place to withstand loads of a gravity structure, or if the ground must be excavated before setting up the cribs.

Option 2 – It is also required to provide recommendations related to the construction of a Berlin wall wharf. This study should therefore include rock sampling to determine the parameters required to design rock sockets.

Recognized references of two (2) calculation methods must be proposed which include the resistance of shear forces and moments at the base of the piles. The calculation methods must be presented in the report.

It is also requested to provide a calculation method and the recommended parameters for the design of rock anchors to take up the lateral thrust of the soil. For parameters and calculations, include clear explanations related to safety factors and weighting.

Finally, include an procedure with testing procedure that will be applied on site during the implementation of the works. This procedure will be included in the contractual documents and will allow quality control to be carried out during construction of sockets and tie rods.

The calculation methods must be determined and accepted by the Departmental Representative, prior to the field work.

Option 3 - For the option with piles, the parameters and recommendations must also be provided for the calculation of sockets in bedrock for the bearing of lateral and tensile loads. As for option 2, references of two (2) calculation methods must be provided.

### **1.3 Special conditions**

- a) Access to site : To access the fishing harbour, one have to use wharf belonging to the Association des Pilotes du St Laurent.
- b) Known ground condition: Construction of site under study was completed in 1990. It is shown in the construction plans that the natural ground was excavated at elevation -3m. The documents do not indicate where the elevation of bed rock is under the seabed. According to the original profile, we know nothing more that 3-4 m of excavation was carried out on the shore side. According to the latest bathymetry, it appears that the sedimentation would be quite weak. Soil thicknesses of less than 1m are therefore expected.
- c) Equipement required : Drilling must be carried out from floating equipment with characteristics and an anchoring system adapted to the conditions that may be encountered on site (agitation of the water body, water depth, definition of the seabed, tides, currents , etc.). Floating equipment must be approved by Transport Canada (TC) for this type of work and for the navigable area concerned. TC's approval must take into account the stability calculation including the drill, if applicable for the equipment used.
- d) Coordination with user activities : The floating docks in the harbor will be removed on October 1st before proceeding with the drilling. Coordination with the Port Authority must be done beforehand..

During drilling, any unforeseen situation that could have an impact on work progress and/or on the results that can be obtained must immediately be reported to the Departmental Representative.



## 1.4 Testing

Depending on the geological conditions of the site, the program will have to be adapted as the drilling and testing is carried out. In general, the tests and information required for each of the boreholes are as follows.

### 1.4.1 Onsite testing

- Penetration tests and sample collection every meter, on average, and at any change in soil layer.
- Vane tests at every meter c/c, on average, in the presence of clay soil.
- In the presence of blocks, note all relevant information.
- Rock: for the dimensioning of rock anchorages / sockets, the analysis of pressurized water is required, in order to determine the permeability of the rock.

It can be done downhill or uphill, depending on the equipment available. The test interval must be adapted to the drilling depth.

The pressure on the surface gauge for a given test should be equivalent to 1 psi/ft depth to the middle of the test interval.

The flow meter (totalizer) must be accurate and readable to 0.1 liters. The flow meter should be checked for accuracy against a known volume before use.

The pressure gauge should be accurate and readable to 1 kPa. Before each test, the existing water level must be measured and recorded.

The test should be as follows:

- pump the water for the test at the specified pressure until the state of equilibrium is reached and ensure that there are no leaks;
- Record the total number of orifice entries every minute for 15 minutes while maintaining constant pressure;
- Repeat the test at other required depths;
- Calculate permeability in cm/sec and Lugeons.

Ensure that the data collected in the field allows all the parameters of the agreed method of sizing the anchors to be determined.

### 1.4.2 Laboratory testing

#### a) *Geotechnical*

For each different layer of soil, perform a particle size analysis and determine the dry and submerged unit weights, shear strength and internal angle of friction

If clay is present, determine the cohesion, the void index, the Atterberg limits, the water content as well as the compressibility index and the consolidation coefficient for each of the soil layers as well as any other information necessary for the calculation of settlements due to a massive structure and for the calculation of thrusts on a retaining structure, including the parameters of the short-term ( $c_u$ ) and effective ( $c'$ ) long-term shear resistance and the angle of friction internal,  $\phi$ .

The angle of internal friction, insofar as the collection of adequate samples is possible, will be determined using triaxial tests..

In the bedrock, identify the rock, the angle and the direction of the dip and determine its compressive and tensile strength on representative core samples, after discussions with the Departmental Representative. These tests must be carried out in accordance with the most recent CAN/CSA-A23.2 standard. Determine



the recovery and RQD for each rock core sampled. Identify the discontinuity of the rock (bedding, fractures, joints, faults, zones of alteration, etc.). Provide all relevant information and parameters for dimensioning the sockets of the piles and the anchoring of the tie rods, according to the agreed calculation methods. The program may be modified to adapt to the actual conditions encountered on the site.

### 1.4.3 Sampling

#### a) Clay

In the event that layers of material containing at least a little clay are crossed by the boreholes, the sampling must be done using a "Shelby" of 75 mm in diameter with piston sampling. Since the goal is to collect samples that are as intact as possible, the judgment of the drilling manager will prevail if it is a question of improving the quality of the sampling. In the cost of drilling, the firm will have to take into account the risk of breakage of certain "Shelby" samplers when sampling in mixed soils. In each layer of soil containing at least some clay, 2 to 3 samples taken from the "Shelby" are required. Indicate the percentage and location of any material removed.

#### b) *In all other cases (including rock)*

Drilling will be done at least with the N caliber, especially with regard to rock, where it is important to have precise information. The rock coring method must be adapted to the conditions encountered in order to maximize the quality and representativeness of the cores collected. The contractor must take all means to comply with this requirement. Indicate the percentage and location of any material removed. The orientation of the dip of the rock must be determined

#### c) Environment (APPLICABLE FOR DRILLINGS F01-02 and 05)

The drill used must allow the integrity of the soil profile to be maintained. Sampling must be done continuously to allow a detailed description of the stratigraphy (grain size, odor, texture and qualitative density, color, presence of debris, etc. for the drilling log) of the backfill. Samples will be taken every 50 or 60 cm (depending on the split spoons used). The diameter of the spoons must be sufficient to collect the material necessary for the analyses. For each stratum of 50 or 60 cm, a homogenate will be made to constitute the sample. The contractor shall plan to take approximately 10% duplicate sample or at least (1) duplicate per borehole..

Initially, three (2) samples and one (1) duplicate will be analyzed by drilling according to the visual or organoleptic clues of contamination present in the field or by default, one at the level of the 0-50 cm stratum (or 0 -60 cm depending on the spoon), one at the level of the stratum 60-120 cm. The other samples must be kept in the laboratory for later analysis. If samples analyzed in the first wave showed contamination, the contractor will recommend additional analyzes that would be necessary and the DFO project manager will confirm in writing to the contractor, the additional samples to be analyzed.

Drillings will be located using a DGPS in order to have an accuracy within one (1) meter. In order to have control points for coordinates taken from the DGPS, the contractor must take coordinates of a precise position on the docks (example one of the corners of the docks) which he will include in the report..

All samples shall be collected and retained in accordance with Environment Canada's Guide to Sediment Sampling for Dredging and Marine Engineering Projects (Volume 1 and Volume 2) and in accordance with the requirements contained in the Criteria for the Assessment of sediment quality in Quebec and application frameworks: prevention, dredging and restoration (Environment Canada and MDDEP, 2007).

In order to avoid cross-contamination or non-compliance with retention periods, all sediment samples will be collected and stored in accordance with the following documents:

- Guidance Document on Collection and Preparation of Sediment for Physico-Chemical Characterization and Biological Testing (Environment Canada Report EPS 1/RM/29);



- Guide to Sampling St. Lawrence Sediment for Dredging and Marine Engineering Projects – Volume 2: Field Practitioner's Manual.

The consultant must strictly respect the instrument cleaning method in order to avoid cross-contamination..

The samples taken will be placed in the appropriate containers according to the different analyzes (refer to the Sampling Guide for St. Lawrence Sediment for Dredging and Marine Engineering Projects – Volume 2: Field Practitioner and Laboratory Manual). accredited analysis)..

If modifications to sampling plan are necessary, the DFO project representative must approve the changes before they are carried out.

The physico-chemical analyzes of the sediment samples must be carried out according to the Methodological guide for the characterization of sediments (1992). The following analytical parameters must be analyzed on all the samples selected as part of the first wave of analyzes:

- Polycyclic aromatic hydrocarbons (PAH);
- Metals and metalloids (8): As, Cd, Cr, Cu, Hg, Ni, Pb, Zn;
- Petroleum hydrocarbons C10-C50;
- PCBs (congeners) on 25% of the samples selected in the first wave of analyses.
- Hydraulic conductivity (1 time)
- Salinity (electrical conductivity)
- In addition, for each drilling, a sample will be selected to carry out the grain size and sedimentometry, if necessary, if a significant fraction of the sample is less than 80 µm

Regarding hydraulic conductivity, samples analyzed in a rigid mold will be paid at the unit price submitted for this analysis and samples analyzed in a triaxial cell will be paid at the unit price submitted for this analysis, the choice of test being determined by the percentage of particles passing the 80 µm sieve..

The laboratory must be accredited by the MDDELCC. The laboratory should have a quality control program and provide certificates. The detection limits for each parameter must be below the most restrictive criteria at soil level. The laboratory must use, as reference material, matrices of the same type as the material analyzed..

## **2 ADDITIONAL DRILLINGS**

The Departmental Representative reserves the right to require that additional drilling be carried out in order to determine more precisely the rock profile and the characteristics of the soil. These additional drillings will be conducted within the boundaries of the planned new development. It is understood, however, that the Departmental Representative cannot guarantee that additional drilling and testing will be required for the purposes of this quotation..

## **3 LANDMARK PLAN**

All elevation references in the report and observations should be made relative to marine chart datum. The firm must itself install calibrated tide gauges to determine its borehole elevations and locate the boreholes in X, Y and Z with a DGPS.

The boreholes must be less than 1 m above water from their theoretical location indicated on the plan. It will only be permitted to exceed this limit after agreement with the ministerial representative. The exact location by coordinates of the drilled holes must appear on the plans provided in the report.





#### 4 TECHNICAL REPORTS

A daily report must be sent to the ministerial representative throughout the work. The progress and preliminary results should appear on this report. It is important that the work be closely monitored in the event that additional drilling is required.

Three (3) copies of the preliminary report (which will have the same form as the final one) must be transmitted no more than three (3) weeks after the end of the drilling work on the site for comments..

Three (3) hard copies of the final report in French, which will include the comments made by the Ministerial Representative, will be provided one (1) week after obtaining the Ministerial Representative's comments. The final version in English must follow at the latest after another two weeks, also in three (3) copies. An electronic copy of all of these final documents (including the dwg plans) must then be provided.

The technical report will include among other things :

##### *Geotechnical component*

1. A precise and exact bilingual (English, French) localization plan of the boreholes (at the location where they were actually drilled) as well as stratigraphic sections of the land in the alignments of the boreholes, both longitudinally and transversely with respect to the quay axis. These sections must highlight the different layers, including the profile of the overburden layer and bedrock, as well as their characteristics. The location of the integration socket must be shown.
2. All laboratory test results as well as those obtained on site. The results will be grouped in the form of tables highlighting the representative values of the parameters as determined using the tests, and this, for each of the layers of soil or rock encountered.
3. . Photos of the equipment used and facilities at the site as well as a description of equipment and methods used at the site and in the laboratory. Quality photos of rock cores.
4. Description of the reference plane used, as well as confirmation that all levels appearing in the report relate to it.
5. A drilling log (boring log) for each of the drillings carried out, grouping together all the relevant information.
6. All the soil and rock characteristics necessary for the calculation of the works described in this mandate as well as a complete description of the calculation methods requested.
7. Any other relevant information to accurately describe the soils and rock encountered, in particular an evaluation of the short and long-term shear strength for each layer of soil and the bearing capacity of the different layers of soil encountered and the rock in function. types of work planned. Any safety factor used must explicitly appear in this report.
8. The part of the report concerning the calculation methods will be in French only and in a separate deliverable.

Geotechnical reports of previous studies will be provided upon request to the selected firm.



Physico-chemical sampling and environmental analysis component

- The description of the field work; methodology, sampling program, analytical program, quality control program, analytical methods, positioning of the samples taken (latitude and longitude), etc.;
- A summary description of the methods used for the analyzes with the references, identifying the instruments/devices used with the detection limits and the main products used;
- The location plan of the sampling stations;
- The presentation of the list of samples in the form of a table (coordinates of the sampling stations, water depth, sampling method, parameters analyzed, visual and olfactory description, marine organisms, observations, particle size, volume of the sample, etc.);
- The samples taken are identified in the report according to the nomenclature specified in this mandate (section 2.1.5);
- Photographs of the samples and of the site at the time of sampling;;
- A description of the samples when they were received at the laboratory (temperature, etc.);
- The presentation of the analysis results in the form of tables and figures in comparison with the federal-provincial criteria, i.e. the generic criteria (based on the documents: Criteria for the evaluation of sediment quality in Quebec and application framework : Prevention, dredging and restoration, Environment Canada and MDDELCC (2007) and the methodological guide for the characterization of sediments published by the St-Laurent Center of Environment Canada (1992)). The analysis results must also be analyzed according to the Soil Protection and Rehabilitation of Contaminated Sites Policy, the MELCC's Excavated Soil Management Grid, the limit values in Appendix 1 of the Landfill Regulation Contaminated Soils (RESC) and CCME Soil Quality Guidelines for Land-Based Management of Dredged Sediments;
- Interpretation of the information collected during the work as well as the analytical results of the samples analyzed according to the various applicable criteria (mentioned in the previous bullet);
- Analysis and interpretation of analytical results obtained as part of the field quality assurance and control program;
- Estimation of the vertical and horizontal extent of contaminated areas, if any;
- Estimation of the volume of contaminated materials beyond the applicable criteria, if applicable  
Conclusions et recommandations relatives au projet;
- Certificates of chemical analysis and quality controls
- The field identification (sample number) must be entered in all tables and on all analysis certificates with the laboratory number and, if applicable, the laboratory number of the subcontractor;
- The laboratory may be called upon to provide information on analyzes and to answer questions from regulatory agencies. The name of the chemist in charge of the project must be specified in the report with his contact details.



## 5 EXECUTION SCHEDULE

The preparatory drilling work must begin as soon as the contract is awarded and be completed in the field within four (4) weeks after removal of floating docks, unless otherwise specified by the Departmental Representative.

Meeting deadlines is of the utmost importance. The firm must provide in its proposal with its detailed schedule which will take into account the nature of the drilling work, the climatic conditions and the operating restrictions on the wharf. Any change to the schedule must be reported as soon as possible to the Departmental Representative.

## 6 PAYMENT

Payments will be made as follows. The prices tendered must comply with the minimum rates recommended by AFG., Quebec region.

- **Poste 1 : Mobilization and demobilization**

This item will be paid by the lump sum unit and will include the costs of mobilization and demobilization of any equipment necessary for the geotechnical study which is the subject of this project, the travel costs of staff, the costs for accommodation, meals and wages, and this, during the period of mobilization and demobilization, as well as any other item that would not be covered by the other items and excluding the items at item 2.

- **Item 2: Mobilization and demobilization of floating equipment**

This item will be paid by the lump sum unit and will include the costs of mobilization and demobilization of floating equipment..

- **Item 3 : Cost of floating equipment at the site**

This position will be paid by the lump sum unit and will include costs related to the use of floating equipment onsite.

- **Item 4 : Drilling**

- a) In soil**

Item will be paid per linear meter drilled in soil.

It includes :

- The costs of the drilling rig, the driller, helper and any other necessary equipment, the salary of an engineer at least of intermediate level, who will be responsible for the mandate, and the salary of a resident engineer, who will supervise the work on the site. These two positions may be occupied by the same engineer at least intermediate level.
- Replacement costs for equipment worn out during drilling.
- Loss of time due to failure, breakage of machinery, etc..
- The costs of all tests carried out on site (article 1.4.1).



- The costs of all sampling (article 1.4.3)

**b) In bedrock**

This item will be paid per linear meter drilled in rock and will include the costs indicated for rock drilling, sampling and field testing.

Any material making it essential to use a corer over at least 0.6 m in length without interruption will be considered as rock.

- **Item 5 : Laboratory testing**

**a) Geotechnical**

This item will be paid per unit (per hole) and will include all the costs incurred to carry out the tests described in article 1.4.2 a) Geotechnic, for each of the layers of soil and rock encountered during drilling. from the same hole

**b) Environment**

This item will be paid per unit (by samples) and will include all the costs incurred to carry out the tests described in article 1.4.3 c) Environment, and identified from b) to e) in the schedule.

- **Poste 6 : Various fees**

This position will be paid as a global unit and will include:

- Accommodation, meal and travel expenses for the team other than those for post 1.
- Costs incurred for surveying and positioning boreholes on the site.

- **Item 7 : Report**

- a) Geotechnical (bilingue)
- b) Environmental (bilingue)
- c) Calculation method and field tests (French).

- **Item 8 : Waiting time**

This position will be paid hourly (for a maximum of eight (8) hours per day, including hours worked) and will include:

- Staff expenses.
- Meals and lodging for team.
- The costs of machinery and equipment on hold.

Only unfavorable weather conditions will be considered as a valid reason for waiting fees. It is important that the machinery be in good working order because machinery breakdowns that would result in the loss of favorable periods for drilling will be taken into account in the calculation of payable waiting times. (Direct and indirect time wasters).

The Departmental Representative must be notified of any waiting time at the very moment when it is found that the weather conditions will not allow the work of the drilling team.



- **Item 9 : Optional broeholes F9 and F10**

Refer to scope of work for requirements regarding those boreholes.

## **7 NOTE**

When indicating a depth, this term must be understood as applying to ground currently lying in place. The concept of depth must not in any case involve a backfill which the firm would have seen fit to use to carry out any drilling.

## **8 HEALTH AND SAFETY**

The firm must ensure that the drilling work is carried out in such a way that the health and safety of the public and staff working onsite as well as the environment take precedence over questions related to the cost and schedule of the work. .

By accepting this contract, the firm agrees to assume all the responsibilities normally devolved to the project manager under the law on occupational health and safety and to act as site supervisor. Regardless of the number of workers assigned to the site, submit to the Departmental Representative a safe work plan and a mechanical inspection certificate for each piece of machinery used on the site

People participating in the work must at all times wear a life jacket (PFD) that keeps their heads above water when workers are on floating equipment or near the ends of the dock. Ensure that the required lifejacket complies with CAN/CGSB-65.7-2007 Lifejackets.

Obtain and send to the Departmental Representative a letter of compliance issued by Transport Canada for the approval of the lifeboat, before the start of the work.

Make sure the lifeboat is available to workers at all times in the event of an emergency.  
Les travaux de forage doivent être faits en conformité avec les codes, normes et règlements applicables. Particulièrement, les travaux doivent être faits conformément aux :

- Canada Labor Code – Part II, Canada Occupational Safety and Health Regulations;
- Canadian Standards Association (CSA) ;
- Occupational health and safety act, L.R.Q. Chapter S-2.1 (2010);
- Safety Code for Construction Work, S-2.1, r.6 (2010) (regarding marine work)..

The firm must identify the risks and dangers relating to each task carried out during the drilling campaign.

The firm must ensure that its workers have received the training and information necessary to perform all the work safely and that all the tools and protective equipment required are available, comply with standards, laws and regulations. .

The firm must notify its workers that they have the right to refuse any work that endangers their health or safety.

Before beginning works, the firm must plan and organize the drilling work in such a way as to promote the elimination at the source of the dangers or risks identified or collective protection and thus reduce the use of personal protective equipment to a minimum. When personal protective equipment is required, workers must ensure that this piece of equipment complies with the standards, laws and regulations in force.



In the event of an unforeseen incident, take all necessary measures, including stopping work, to protect the health and safety of workers and the public and communicate without delay with the Departmental Representative.



**ANNEX "B" BASIS OF PAYMENT**

| #                                   | Description  | Estimated Quantity   | Unit Price       | Estimated Total  |
|-------------------------------------|--|----------------------|------------------|------------------|
| 1                                   | Mobilization et demobilization                                       | Lump sum             | ____\$           | ____\$           |
| 2                                   | Mobilization et demobilization for floating equipment                | Lump sum             | ____\$           | ____\$           |
| 3                                   | Floating equipment cost onsite :                                     | Lump sum             | ____\$           | ____\$           |
| 4                                   | Drilling   | -                    | -                | -                |
|                                     | a) Soils   | 8 m                  | ____\$/m         | ____\$           |
|                                     | b) Bedrock   | 6 m                  | ____\$/m         | ____\$           |
| 5                                   | Laboratory testing :   | -                    | -                | -                |
|                                     | a) Geotechnical (holes)  | 8 holes              | ____\$/hole      | ____\$           |
|                                     | b) Analysis PAH  | 8 unit               | ____\$/un        | ____\$           |
|                                     | c) Metal analysis (8)  | 8 unit               | ____\$/un        | ____\$           |
|                                     | d) Hydrocarbon (C10-C50)   | 8 unit               | ____\$/un        | ____\$           |
|                                     | e) BPC (Aroclor)   | 8 unit               | ____\$/un        | ____\$           |
| 6                                   | Various fees   | Lump sum             | ____\$           | ____\$           |
| 7                                   | Report<br>a) Geotechnical<br>b) Environment                          | Lump sum<br>Lump sum | ____\$<br>____\$ | ____\$<br>____\$ |
| 8                                   | Waiting time paid after autorisation of departmental representative. | 8 hours              | ____\$/hr        | ____\$           |
| 9                                   | Optional borehole F9 and F10   | 2 m                  | ____\$/m         | ____\$           |
| Estimated Sub Total Excluding Taxes |  |                      |                  | ____\$           |
| Applicable Taxes                    |  |                      |                  | ____\$           |



|                                 |          |
|---------------------------------|----------|
| Estimated Total Including Taxes | _____ \$ |
|---------------------------------|----------|





**ANNEX "C" EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

**Your tender submission MUST clearly indicate that you meet the following minimal requirements. Failure to do so will result in disqualification of your tender submission.**

The proposal should contain a statement of the name under which the contractor is legally doing business.

| No. | Mandatory Criteria  | Meets Criteria (√) | Proposal Page No. |
|-----|---|--------------------|-------------------|
| M1  | <p><b>Geotechnical Project Manager:</b></p> <p>The Project Manager <b>must</b> have at least 7 years' experience as a <u>geotechnical</u> project manager.<br/>Provide resume of people proposed to fill the position.</p>  |                    |                   |
| M2  | <p><b>In charge staff for onsite geotechnical component:</b></p> <p>The responsible staff onsite must be an intermediate engineer (minimum experience of 2 years in <u>geotechnics</u>) OR a senior technician (minimum experience of 5 years in <u>geotechnical</u> projects). Whether the person is an engineer or a technician, a minimum of 2 years of experience in the field as a site manager for geotechnical projects is required.<br/>Provide resume of people proposed to fill the position.</p>             |                    |                   |
| M3  | <p><b>Environmental project manager:</b></p> <p>The project manager must have at least 7 years' experience as an <u>environmental</u> project manager.<br/>Provide resume of people proposed to fill the position.</p>  |                    |                   |
| M4  | <p><b>In charge staff for onsite environment component:</b></p> <p>The responsible staff onsite must be an intermediate engineer (minimum experience of 2 years in the <u>environment</u>) OR a senior technician (minimum experience of 5 years in <u>environmental</u> projects). Whether the person is an engineer or a technician, a minimum of 2 years of experience in the field as a site manager for <u>environmental</u> projects is required.<br/>Provide resume of people proposed to fill the position.</p> |                    |                   |
| M5  | <p><b>Organization Chart</b></p>  |                    |                   |



|                  |  |  |  |
|------------------|--|--|--|
|                  | <p>The Bidder <b>must</b> provide an organization chart describing the roles and supervising of the various project stakeholders must be provided.</p>   |  |  |
| <p><b>M6</b></p> | <p><b>Company experience criteria</b></p> <p>Describe the proponent's achievements and experience as lead firm in projects that are similar to the current project. The Bidder <b>must</b> provide with two (2) relevant geotechnical/environmental characterization studies, completed within the last ten (10) years and which include drilling carried out under conditions similar to those of this mandate, i.e. using floating equipment and in an environment with waves, currents and tides.</p> <p><u>Information that should be provided:</u></p> <ul style="list-style-type: none"> <li>• short description of the project;</li> <li>• customer references: name, address, telephone numbers and email address of customers whose name is given as a reference at the level of the execution of the work. References are subject to verification;</li> <li>• Names of key people responsible for carrying out the project.</li> </ul> |  |  |

Note: the resources for the geotechnical and environmental component can be the same person. The evaluation will be made for each component separately according to table.



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## ANNEX “D” – INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

### Marine Liability Insurance **G5003C** (2018-06-21)

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 Fisheries and Oceans Canada 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](#), R.S.C. 1985, 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

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
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.