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Travaux publics et Services gouvernementaux **Government Services** Canada

Canada **RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: Bid Receiving - PWGSC / Réception des** soumissions → TPSGC See herein for bid submission instructions/ Voir la présente pour les instructions sur la presentation dune soumission NA Ontario

Public Works and

NA

INVITATION TO TENDER APPEL D'OFFRES

Tender 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.

Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Port Weller, ON - Search & Rescue Solicitation No. - N° de l'invitation Date EQ715-221099/A 2021-09-24 Client Reference No. - N° de référence du client GETS Ref. No. - N° de réf. de SEAG EO715-221099 PW-\$PWL-012-2578 File No. - N° de dossier CCC No./N° CCC - FMS No./N° VME PWL-1-44032 (012) Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-10-19 Heure Avancée de l'Est HAE F.O.B. - F.A.B. Destination: 🖌 Other-Autre: Plant-Usine: Address Enquiries to: - Adresser toutes questions à: Buyer Id - Id de l'acheteur pwl012 Caporusso, Mary Telephone No. - N° de téléphone FAX No. - N° de FAX (416) 318-8637 () (416) 952-1257 Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of Fisheries and Oceans 4 Welland Canal Parkway St. Cathariens, Ontario L2M 1A1

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address	1
Raison sociale et adresse du fournisseur/c	le l'entrepreneur
Telephone No N° de téléphone	
Facsimile No N° de télécopieur Name and title of person authorized to sig	n on bobalf of Vandar/Eirm
(type or print)	
Nom et titre de la personne autorisée à sig	ner au nom du fournisseur/
de l'entrepreneur (taper ou écrire en carac	tères d'imprimerie)
Signature	Date

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Canada

Public Works and Government Services Canada Ontario Region 10th Floor, 4900 Yonge Street Toronto Ontario M2N 6A6

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur pwl012

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INVITATION TO TENDER Port Weller Search and Rescue Station Project St. Catharines, Ontario

IMPORTANT NOTICE TO BIDDERS

SI07 Late submissions has been added

SI13 Rights of Canada has been added

GI08 of R2710T has changed, see SI05 Bid Security Requirements.

GI09 of R2710T has changed, see SI06 Submission of Bid

GC9.2.2 of R2890D has changed, see SC04 Types and Amounts of Contract Security

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/divulgation-disclosure/psdic-ppci-eng.html

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

- 1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- 2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI06 'Submission of Bid'.

SI02 BID DOCUMENTS

- 1. The following are the Bid Documents:
 - a. Invitation to Tender 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. Drawings and Specifications;
 - 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 Authority named on the Invitation to Tender Page 1 or at e-mail address mary.caporusso@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 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non- compliant.

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SI04 OPTIONAL SITE VISIT

1. There will be a site visit on October 6, 2022 at 10:00 a.m. Interested bidders are to meet at 4 Welland Canal Parkway, St. Catharines, Ontario, at the curve on Welland Canal Parkway just prior to the gate to Port Weller.

Bidders are requested to register prior to the site visit with the Contracting Authority Mary Caporusso at <u>mary.caporusso@pwgsc-tpsgc.gc.ca</u> to confirm their attendance and provide the name of the individual attending.

Bidders or their representative who do not attend the scheduled site visit will not be given an alternative appointment.

2. <u>Safety Attire</u> – In order to be guaranteed access to the site all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.

3. COVID-19 Precautions

- Bidders are to preregister 72 hours prior to the site visit, if they are not preregistered they will not be permitted to attend the site visit.
- Wear a Non-medical masks/face covering at all times while outside of vehicle.
- Maintain 2m social distancing at all time.
- Observe proper hand hygiene while on site. Sanitize hands before entering the building and after exiting. Attendees should bring their own hand sanitizer.
- Attendance will be taken by Bidders announcing their name and Departmental Representative recording (no list passed around).
- Bidder self-screening and declaration that not ill is required at arrival (see attachment).
- Avoid social greetings (e.g. shaking hands).
- Temperatures will be taken prior to access to the site

SI05 BID SECURITY REQUIREMENTS

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

Delete GI08.2 and replace with the following:

- 2. A bid bond (form <u>PWGSC-TPSGC 504</u>) 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, <u>Acceptable Bonding</u> <u>Companies</u>.
- 2.1 A bid bond may be submitted in a electronic format. Electronic Bonding (E-Bond) if it meets the following criteria:
 - a. The version submitted by the Bidder must be an electronic 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) 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.

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Client Ref. No. - N° de réf. du client R.079827.007

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

SUBMISSION OF BID SI06

Section GI09 of R2710T is replaced by the following:

- 1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
- 2. It is the Bidder's responsibility to:
 - a. submit a bid, duly completed, in the format requested, on or before the solicitation closing date and time set;
 - b. In the case of submission by epost Connect, see instructions in below.
 - c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - d. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Bid; and
 - e. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
 - f. send bid only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation, by delivering electronic ePost Connect submission as follows:

i., **ELECTRONIC Bid Submission by epost Connect service**

- a. Unless specified otherwise in the solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
- b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

Ontario: TPSGC.ORreceptiondessoumissions-ORBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is 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.

- c. To submit a bid using epost Connect service, the Bidder must either:
 - send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing i. agreement for epost Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, at least six business days prior to the solicitation ii. 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.
- d. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the 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.
- e. 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.
- f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.

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- g. 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 Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- h. 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.
- i. 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 Bidder 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.
- j. 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.
- k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.
- 3. The technical and price components of the bid must be submitted in separate sections as follows:
 - a. The bid should be submitted following a "two-section" procedure of which is to include a technical and financial bid.
 - b. The Technical Bid, and any associated document(s), should be provided in a separate section with the following information clearly provided:
 - Section One Technical Bid;
 - Solicitation Number; and
 - Name of Bidder.
 - c. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be provided in a separate section with the following information clearly provided:
 - Section Two Financial Bid;
 - Solicitation Number; and
 - Name of Bidder.
- 4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5. Bids and supporting information may be submitted in either English or French.

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- 6. Unless otherwise specified in the Special Instructions to Bidders:
 - a. the bid shall be in Canadian currency; and
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

SI07 LATE SUBMISSIONS

- 1. PWGSC will delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in SI07.2. 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. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.

SI08 REVISION OF BID

A bid may be revised by epost Connect in accordance with GI10 of R2710T.

SI09 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES

The following is an overview of the opening of the bids and the selection and evaluation procedures.

A. <u>BID</u>

- 1. Bidders submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
- 2. The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

B. Bid Opening, Selection and Evaluation Procedure;

- 1. There will be no Public opening.
- 2. Bid Opening, Selection and Evaluation Procedure;
 - a. Section One "Qualifications" will be reviewed prior to the price component of the Financial Bid. Section one will be reviewed to evaluate the submittal requirements. Requirements will be evaluated on <u>points rated</u> basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Section Two will not be considered.
 - b. Section Two "Financial Bid": The Financial Bid will be a two part submission. The <u>bid security component</u> of the Financial Bid will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
- 3. The responsive bid carrying the lowest price will be recommended for contract award.
- 4. Bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to tender following completed evaluation.

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SI10 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.

SI11 DEBRIEFINGS

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

SI12 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 R2710.

SI13 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.

SI14 CONSTRUCTION DOCUMENTS

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

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SI15 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 <u>https://www.achatsetventes-buyandsell.gc.ca</u>

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

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

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

PWGSC, Industrial Security Services http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html

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

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

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

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

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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
- 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

General Provisions	R2810D	(2017-11-28);
Administration of the Contract	R2820D	(2016-01-28);
Execution and Control of the Work	R2830D	(2019-11-28);
Protective Measures	R2840D	(2008-05-12);
Terms of Payment	R2850D	(2019-11-28);
Delays and Changes in the Work	R2860D	(2019-05-20);
Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
Dispute Resolution	R2880D	(2019-11-28);
Contract Security	R2890D	(2018-06-21);
) Insurance	R2900D	(2008-05-12);
able Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
lementary Conditions		
	General Provisions Administration of the Contract Execution and Control of the Work Protective Measures Terms of Payment Delays and Changes in the Work Default, Suspension or Termination of Contract Dispute Resolution Contract Security D Insurance vable Costs for Contract Changes under GC6.4.1 Dementary Conditions	Administration of the ContractR2820DExecution and Control of the WorkR2830DProtective MeasuresR2840DTerms of PaymentR2850DDelays and Changes in the WorkR2860DDefault, Suspension or Termination of ContractR2870DDispute ResolutionR2880DContract SecurityR2890DD InsuranceR2900Dvable Costs for Contract Changes under GC6.4.1R2950D

- 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.

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SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING

There is no security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

- 1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- 3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 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.

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2) **Period of Insurance**

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

3) **Proof of Insurance**

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

4) Insurance Proceeds

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

5) **Deductible**

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

SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY

REMOVE AND REPLACE GC9.2.2 with the following

A performance bond (form <u>PWGSC-TPSGC 505</u>) and a labour and material payment bond (form <u>PWGSC-TPSGC 506</u>) 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, <u>Acceptable Bonding Companies</u>) that is approved by Canada. They can be in the form of 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.

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SC05 VALUE ADDED PROPOSALS (VAP)

PWGSC may accept "value added proposals" (VAPs) from the Contractor after award of contract through the duration of the contract (as specified in the Bid and Acceptance of the tender document). The intent of the VAP is to improve the project by leveraging the successful contractor's knowledge and experience to improve efficiency and effectiveness of the work. PWGSC will review VAPs to determine benefits to the project and Canada and adherence to VAP guidelines.

VAP GUIDELINES

1. General

These guidelines apply to VAP's initiated and developed by the Contractor for proposed improvements to schedule, drawings, designs, specifications, materials or other requirements of the Contract. Proposals must be submitted in writing. This clause only applies to proposals identified by the Contractor at the time of submission to the Department Representative as a proposal submitted pursuant to this VAP clause. The contractor shall consider delays for approvals by other government departments or agencies having jurisdiction.

2. VAP Scope

The VAP's contemplated are those that would necessitate an amendment to the existing contractual terms and conditions.

In general VAP's shall be considered for improvements to the following:

- 1. Schedule;
- 2. Project cost;
- 3. Safety;
- 4. Environmental impacts;
- 5. Quality;
- 6. Buildibility;
- 7. Project life cycle costs;
- 8. Other aspects of the project; and
- 9. Any combination of the above.
- 3. Project Constraints

VAP's must be compliant with the following constraints:

- 1. Shall not impair any of the essential functions, characteristics or code compliance of the project such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features, while maintaining the specified quality; and
- 2. Shall not change the location of the project.
- 4. Value Added Proposal Submissions

Any VAP must include the information outlined below in the Value Added Proposal Submittal Documentation and submitted in accordance with Submittal Instructions.

If a VAP is accepted and provides the expected results, the Contractor may be eligible to receive a financial incentive for the accepted VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or; an incentive percentage mark up for demonstrated results) at the sole discretion of Canada. Costs are to be calculated in accordance with "Allowable Costs for Contract Changes Under General Conditions (GC) 6.4" OF THE CONTRACT.

5. Value Added Proposal Submittal Documentation

The following information shall be submitted by the General Contractor with each VAP at no additional cost to Canada:

- A description of the difference between the existing contract/requirement and the proposed improvement; the comparative advantages or disadvantages of each, including justification of why an item is being altered; the effect of the change on the performance of the end product; and any pertinent objective test data.
- An itemization of the requirements of the change order if the proposal is adopted and a recommendation as to how to make each change (e.g., a suggested revision).
- Cost Benefit Analysis A detailed estimate of the reduction and/or increase that will result from adoption of the proposal, taking into account the costs of development and implementation by the Contractor. Include any amounts attributable to subcontracts in accordance with GC 6.4.1 "Allowable Costs for Contract Changes Under General Conditions (GC) 6.4.1" and the basis for the estimate.
- A prediction of any effects the proposed change would have on costs to the Crown and ongoing cost of maintenance and operations.
- An estimate of the date by which a change order adopting the proposal must be issued so as to obtain the maximum benefit, together with estimates of benefits if VAP approval is delayed beyond the maximum benefit date or number of days the proposal is valid, noting any effect on the order completion time or delivery schedule.
- Suggestions as to the incentive that may be available to the Contractor from the proposed VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or; an incentive percentage mark up for demonstrated results). Acceptance to be at the sole discretion of Canada.
- 6. Value Added Proposals Submittal Procedures

General Contractor Requirements:

The General Contractor submits a detailed description of the VAP complete with project impacts and schedule to the Departmental Representative for consideration. The VAP submission is to be supported by detailed drawings where necessary, as well as firm price (including detailed breakdown of all labour, material and equipment costs associated with the proposal).

Departmental Representative Requirements

- 1. Contractor may submit VAPs to the Departmental Representative after award of contract through the completion of the contract. As per the contract "time is of the essence" and as such proposals should be submitted as soon as possible after award.
- 2. Contractor will not proceed with work proposed in VAP until directed to by the Departmental Representative.

In addition to the VAP submittal documentation required, the submission shall include;

- a) Date and revision dates;
- b) Project title and number;
- c) Name and address of subcontractor, manufacturer, and supplier, Contractor stamp, signed by Contractor stamp, signed by the Contractor's authorized representative certifying approval of submission, Verification of VAP content, and compliance with SC04 clause and Contract documents.
- 3. Allow 10 working days for Departmental Representative's review of each submission. VAP will be reviewed in consultation with the Consultant.
- 4. Makes changes to VAP submission as agreed upon with Departmental Representative.
- 5. Acceptance of any value added proposal is at the sole discretion of Canada.

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Project No. R.079827.007 Port Weller Search and Rescue Station Project St. Catharines, Ontario

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:				
Operating Name	e (if any):			
Address:				
Telephone:		Fax:	PBN:	
E-mail address:				
Industrial Securi (ISP ORG#) (wh	ity Program Organisation nen required)	Number		

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 of

\$

(amount in numbers)

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 90 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

Work shall not start prior to January 10th, 2022. Date of award up to January 10th, 2022, will be for all submittals including shop drawing, material and equipment.

The Contractor must perform and complete the Work within 72 weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

excluding applicable taxe(s).

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APPENDIX 1 – INTEGRITY PROVISIONS

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

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APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES (page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

- 1. To encourage employers to participate in apprenticeship training, Bidders bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
- 2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
- 3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: <u>www.cra-arc.gc.ca</u>. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
- 4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
- 5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available on page 2 of 2.

If you accept fill out and sign page 2 of 2

* The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency. Amd. No. - N° de la modif.

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Voluntary Certification

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

(page 2 of 2)

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

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:

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APPENDIX 3 - EVALUATION CRITERIA AND SELECTION METHODOLOGY

1. Rated Requirements

The rated requirements listed below shall be submitted in ENVELOPE 1 – TECHNICAL BID.

The Bidder is to demonstrate their understanding of the requirements contained herein and explain how they meet these requirements. Bidders should demonstrate their ability to carry out the work in a thorough, clear and concise manner. The Bidder should address clearly and in sufficient depth the points against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that the Bidders address and present topics in the order of the evaluation criteria under the same headings.

1.1 Experience of the Bidder

The Bidder should provide four (4) references of projects of similar scale and complexity, including experience in both building renovation and new construction (minimum 2 of each). Reference Projects should also demonstrate experience on at least one project each with civil works, site servicing and work on an environmentally sensitive site. Projects used as reference projects must have been successfully completed by the Bidder within the last eight (8) years. All projects must have a minimum construction value of 1.5 million, with two (2) of the reference project exceeding 3 million dollars. The reference projects should be relevant to the scope and the scale of the project described in this 2-envelope ITT. Only the first four (4) projects listed in sequence will receive consideration and any others will receive none as though not included. Bidders must provide sample projects undertaken by themselves as General Contractor, with experienced subtrades in the mechanical, electrical and structural fields.

In reference to the four (4) comparable projects provided by the Bidder to assess their expertise and suitability to conduct this Work, the Bidder should provide the following information in order to rate their work experience:

- 1. Title of the project;
- 2. Location of work;
- 3. Client name and Client company, department or agency;
- 4. Initial start date, initial completion date, and final completion date with explanation to address variances;
- 5. Initial contract price & final construction cost with explanation to address variances;
- 6. Percentage of Construction Work self-performed;
- 7. Description of the project;
- 8. Project relevance
- 9. Key personnel responsible for project delivery
- 10. Relevant subcontracts managed during the project;
- 11. Constraints and expectations;
- 12. Project description and scope quality and risks management to achieve client's expectations;
- 13. Provide a <u>Client reference letter for each of the 4 previously completed projects stated above</u> including contact information for client references knowledgeable in the reference project and the Bidder's role. Please note clients' should be the project financer and/or the end user of the Work. Reference letters will need to address and speak to respect of budget, schedules, quality and contract conditions of the pertinent subject project and also to identify the Project Manager and Site Superintendent used on the project and speak to the general abilities of the personnel. The references may be contacted by the Contracting Authority to confirm submitted material (including email address and telephone).

The reference letters will need to address and answer the following questions:

- i) How would you rate the Construction company's overall performance on your project?
- ii) Did the Contractor perform according to project bid price and did they meet the project schedule?
- iii) Did the Contractor understand what you, as owner, wanted them to provide in service to you?
- iv) Identify the names of the Contractor's Key Personnel. Was there continuity in the Contractor's Key Personnel/Team throughout the life of the project?
- v) Would you hire the Contractor to do another project for you?
- vi) Did the Contractor work collaboratively with the other project team parties?
- vii) What quality control measures were put in place by the Contractor to ensure adherence to project specifications and drawings, and to produce a good final product?

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1.2 Experience of Helical Piles/Structural Contractor

The Helical Pile/Structural Contractor specified to work on this project must meet the following criteria:

- 1. Minimum of five (5) years of experience
- 2. Demonstrated experience with helical piles engineering and installation within the past five(5) years
- 3. Completed a minimum of two (2) projects within the past five (5) years which had a Structural construction cost of \$100,000 or more, and utilized piles foundation

1.3 Experience of Key Personnel

Experience of Key Personnel of the Bidder

Team Identification and Qualification

The bidder's team to be identified should include, as a minimum, the following key staffing positions. The supporting C.V.'s must be included as part of the bid submission in "Envelope One – Technical Bid":

- 1. **Project Manager:** Provide name, years at the Bidder's firm, qualifications and certifications including professional designations, degrees or diploma or equivalent level of knowledge, experience or training. Must have a minimum of ten (10) years project experience in the construction industry including the last five (5) years managing construction projects of similar size and complexity.
- 2. **Site Superintendent:** Provide name, years at the Bidder's firm, qualifications and certifications including professional designations, degrees or diploma or equivalent level of knowledge, experience or training. Must have a minimum of seven (7) years project experience in the construction industry including the last five (5) years as Site Superintendent on construction projects of similar size and complexity.

For each key position, the Bidders are to provide the following information for one reference project where the proposed key personnel took a position he/she is assigned to:

- 1. Key Position Title
- 2. Name of Employer (GC or other)
- 3. Name of Key Personnel
- 4. Title of Reference Project
- 5. Name and Location of the Reference Project:
- 6. Project Start Date
- 7. Project Final Completion Date
- 8. Initial Bid Price for the Project:
- 9. Description of the Project
- 10. Role undertaken
- 11. Final Value of the Project

In addition to the above requirement, each Bidder should provide within their proposal, a curriculum vitae (C.V.) or resume for each of their assigned key personnel. The C.V.'s/resumes must be tied to the bidder's referenced comparable projects. The resume should be a maximum of 2 pages long and should clearly indicate the name of the projects, their scope of work and year undertaken, role played and contract value in order to demonstrate the years of experience the Key staffing member has in his/her field of specialization and in managing construction projects. The resume shall be included in ENVELOPE 1- TECHNICAL BID.

The project team members submitted for evaluation during the 2-envelope ITT process shall not be substituted without the written consent of the Departmental Representative (DR). In the event of proposed substitution after contract award, the successful bidder must propose Key Personnel with equivalent experience as described in Team Identification and Qualification.

Organization Chart and Resources Allocation (Maximum 1 page)

It is the Bidder's responsibility to right size the proposed team for the project complexity, location, and time frame. Provide your Team Organizational Chart indicating: the number of sub-teams required to complete the scope of work within the available timeframe. The bidder is to provide the following as a minimum:

- 1. The organization chart is to identify proposed team member names and backup as well as their proposed positions for both pre-construction and construction stages of the work.
- 2. The organization chart and a supporting narrative are to show the contractual and reporting relationships with PSPC, the consultant, DFO staff. All members of the team are assumed to be active on the project throughout the construction duration. Should this vary for any personnel, their active duration is to be indicated.

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1.4 Understanding the Project (MAXIMUM 1 PAGE)

The Bidder is to provide a written summary of the project requirements, demonstrate a good understanding of the goals of the project including as a minimum:

- 1. The functional, operational (DFO Operations) and technical requirements (specifications/drawings); and
- 2. The constraints, risks, and issues that could affect the project success and how they will mitigate these issues.

1.5 Work Plan and Methodology (MAXIMUM 2 PAGEs)

Bidder is to describe how they propose to undertake the assignment to achieve the project objectives through a high level work plan identifying major tasks and application of proven methodology. The Bidder is to provide the following as a minimum:

- 3. A Work Plan with a breakdown of Work tasks and deliverables. Include a narrative describing the Work Plan.
- 4. Time Management (Schedule) A description of the schedule control and methodology to be applied throughout the delivery of the project. The schedule shall outline activities, milestones, and sequencing necessary to complete the Work within the construction time indicated in the ITT, Construction start date of January 10th, 2022 and total completion within 72 weeks from Construction start date.
- 5. Suppliers Provide names of companies and commitments from all key suppliers.
- 6. Journeyman Confirmation that Journeyman for each trade are qualified/certified by the authorities having jurisdiction as per the specification.
- 7. Quality Management A description of the quality management methodology to be applied throughout the delivery of the project to ensure deliverable meets expectations;
- 8. Risk Mitigation and Management A description of how the Bidder will support and contribute to the construction phases with respect to risk management.

To meet this requirement, bidders should include a narrative and/or table and/or graph/images.

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Evaluation of Proposals

Mandatory Requirements a) **Technical Score**

To be considered further, bidders must achieve a minimum of **60%** for each of the Categories and an overall Technical Rating of **70%**. No further consideration will be given to bidders not achieving this criterion. *Evaluation Table*

ECSM ID	Category/Description	Available Points	Weight	Minimum points	Maximum Points
1.1 a)	Experience of the Bidder	0 to 10	3.0	18	30
1.1 b)	Reference Letters	0 to 10	1.5	9	15
1.2	Experience of Helical Pile/Structural Contractor	0 to 10	1.0	6	10
1.3	Experience of Key Personnel	0 to 10	1.5	9	15
1.4	Understanding the Project	0 to 10	1.0	6	10
1.5	Work Plan and Methodology	0 to 10	2.0	12	20
Technical Score:					100

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Evaluation Guide

PSPC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder'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 guide below:

		Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 points	2 points	4 points	6 points	8 points	10 points
Experience of the Bidders		possess	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
Reference Letters	p	insufficient to meet	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results
Experience of Helical Pile/Structural Contractor	d be evaluate	possess	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
Experience of Key Personnel	Did not submit information which could be evaluated	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
Understanding the Project	Did not submit info	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.
Work Plan and Methodology		Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

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ANNEX A - CERTIFICATE OF INSURANCE

(Not required at solicitation closing)

Services gouvernementaux	Public Works and Government Services Canada			CEF		F INSURANCE Page 1 of 2
Description and Location of Wor Port Weller Search and R Demolition, Renovation an St. Catharines, Ontario	escue Station Project					Contract No. EQ715-221099
						R.079827.007
Name of Insurer, Broker or Agent Address (No., Street) City Province Postal Code					Code	
Name of Insured (Contractor)	Address (No	o., Street)	City	I	Province	Postal Code
Additional Insured Her Majesty the Queen in Righ	t of Canada as represented b	y the Minister o	of Public Works a	und Government	: Services	
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Lia	bility
Commercial General Liability Umbrella/Excess Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
Builder's Risk / Installation Floater				\$ \$	\$	\$
Pollution Liability				\$ Aggregate \$ Per Incident Per Occurence \$		
Helical Piles Certificate of Authorization				\$ □Per Incident		
I certify that the above policie the applicable insurance cove coverage.	es were issued by insurers in erage's stated on page 2 of th	the course of t nis Certificate o	heir Insurance b f Insurance, inc	business in Can luding advance	ada, are current notice of cance	ly in force and include llation / reduction in
Name of person authorized to si	ian on behalf of Insurer(s) (Offic	cer. Agent. Brok	er)			Telephone number
			,			
Signature						Date D/M/Y

Solicitation No N° de l'invitation EQ715-221099/A	Amd. No N° de la modif.
Client Ref. No N° de réf. du client	File No N° du dossier

Buyer ID - Id de l'acheteur pwl012

CCC No./N° CCC - FMS No./N° VME

Client Ref. No. - N° de réf. du client R.079827.007

CERTIFICATE OF INSURANCE Page 2 of 2

General

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

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

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

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

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting
- Pile driving and caisson work. (b)
- Underpinning. (c)
- 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 (d) contractor

The policy must have the following minimum limits:

- \$5,000,000 Each Occurrence Limit; (a)
- \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (b)
- \$5,000,000 Products/Completed Operations Aggregate Limit. (c)

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2. "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).

Contractors Pollution Liability

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

Helical Piles Certificate of Authorization

The Professional Engineer responsible for helical piles to hold a Certificate of Authorization, and to carry a minimum of \$1,000,000.00 liability insurance (per occurrence).

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur pwl012

Client Ref. No. - N° de réf. du client R.079827.007

CCC No./N° CCC - FMS No./N° VME

ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (SAMPLE)

(This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade