

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works & Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**1713 Bedford Row**  
**Halifax, N.S./Halifax, (N.E.)**  
**B3J 1T3**  
**Halifax**  
**Bid Fax: (902) 496-5016**

**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**

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

**Issuing Office - Bureau de distribution**

Real Property Contracting  
1713 Bedford Row  
P.O. Box 2247/C.P.2247  
Halifax, N.S./Halifax, (N.E.)  
B3J 3C9  
Halifax

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|--|--|
| <b>Title - Sujet</b><br>DREDGING - GLACE BAY   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>E0225-131975/A   | <b>Date</b><br>2012-10-23                                      |
| <b>Client Reference No. - N° de référence du client</b><br>E0225-13-1975   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$PWA-122-4937 |
| <b>File No. - N° de dossier</b><br>PWA-2-68081 (122)   | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-11-08</b>   |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Atlantic Standard Time<br>AST   |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>                                  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Chinye, Chukwudi  | <b>Buyer Id - Id de l'acheteur</b><br>pwa122                   |
| <b>Telephone No. - N° de téléphone</b><br>(902) 496-5476 ( )   | <b>FAX No. - N° de FAX</b><br>(902) 496-5016                   |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA<br>SEE HEREIN<br>Canada |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **INVITATION TO TENDER**

### **IMPORTANT NOTICE TO BIDDERS**

Important changes have been introduced, refer to the Special Instructions to Bidders SI01 paragraph 3 for requirements related to the Code of Conduct for Procurement.

### **INSURANCE TERMS**

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### GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2012-07-16)

The following GI's are included by reference and are available at the following Web Site

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

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**APPENDIX 4- BID AND ACCEPTANCE FORM FLOATING PLANT (*MUST BE SUBMITTED ON OR BEFORE BID CLOSING DATE*)**

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions to Bidders [R2710T] (2012-07-16); As amended by paragraph 3 below.
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendice(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 to Bidders 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>

3. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

a. The text under Subsection 4 of GI01 - Code of Conduct and Certifications - Bid of R2710T referenced above is replaced by:

4. Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

b. The text under Subsection 5 of GI01 - Code of Conduct and Certifications - Bid of R2710T referenced above is replaced by:

5. The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

**SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI16 of R2710T "General Instructions to Bidders", enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

**SI03 SITE VISIT**

Bidders who are interested may view the site without appointment because it is a publicly accessible site

**SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI11 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (902) 496-5016.

**SI05 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2) Following solicitation closing, bid results may be obtained by calling / faxing the bid receiving office at telephone No (902) 496-5001 and Fax No (902)-496-5016

**SI06 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; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

**SI07 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI12 of R2710T "General Instructions to Bidders ".

#### **SI08 CONSTRUCTION DOCUMENTS**

The successful contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies shall be the responsibility of the contractor including costs.

#### **SI09 SECURITY CLEARANCE**

Not Applicable

#### **SI10 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&section=text#appl>

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

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

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

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Standard Acquisition Clauses and Conditions (SACC) Manual

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

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](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/index-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html)

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf)



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS**

**Not Applicable**

### **SC02 LIMITATION OF LIABILITY**

**Not Applicable**

### **SC03 INSURANCE TERMS**

IT1 General

IT1.1 Proof of Insurance

IT1.2 Payment of Deductible

IT2 Builder's Risk / Installation Floater

IT2.1 Scope of Policy

IT2.2 Amount of Insurance

IT2.3 Insured

IT2.4 Period of Insurance

IT2.5 Insurance Proceeds

#### **IT1 (2008-12-12) General**

##### **IT1.1 Proof of Insurance**

1. Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a Certificate of Insurance Form 357, available on Public Works and Government Services Canada Web site.

2. Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

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

##### **IT1.2 Payment of Deductible**

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

#### **IT2 (2007-05-25) Builder's Risk / Installation Floater**

##### **IT2.1 Scope of Policy**

1. The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.

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

3. The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:

- a.Asbestos.
- b.Fungi or spores.
- c.Cyber.
- d.Terrorism.

### **IT2.2 Amount of Insurance**

1.The amount of insurance shall not be 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 shall be changed to reflect the revised contract value.

### **IT2.3 Insured**

1.The policy shall insure the Contractor and shall include, as an additional Insured, Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada.

### **IT2.4 Period of Insurance**

1.Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein shall be in force and be maintained from prior to the commencement of work until the day of issue of the Certificate of Substantial Performance.

### **IT2.5 Insurance Proceeds**

- 1.The policy shall provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC10.2, "Insurance Proceeds".
- 2.The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

### **SC04 ASPHALT CEMENT PRICE ADJUSTMENT**

Not Applicable

### **SC06 SUPPLEMENTARY INSURANCE REQUIRMENTS**

The Contractor must comply with the insurance requirements specified in Appendix 3 . 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 thirty (30) 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

GC1 General Provisions R2810D (2012-07-16);

As amended by paragraph 5 below.

GC2 Administration of the Contract R2820D (2012-07-16);

GC3 Execution and Control of the Work R2830D (2010-01-11);

GC4 Protective Measures R2840D (2008-05-12);

GC5 Terms of Payment R2850D (2010-01-11);

GC6 Delays and Changes in the Work R2860D (2012-07-16);

GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);

GC8 Dispute Resolution R2880D (2012-07-16);

GC9 Contract Security R2890D (2012-07-16);

GC10 Insurance R2900D (2008-05-12);

Supplementary Conditions

Insurance Terms R2910D (2008-12-12);

Fair Wages and Hours of Labour - Labour Conditions R2940D (2012-07-16);

Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);

Schedules of Wage Rates for Federal Construction Contracts;

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

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>

3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).

4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

5. General Condition GC1, General Provisions (R2810D) add subsection GC1.20 "Code of Conduct and Certifications - Contract" as follows.

GC1.20 Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.

2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the Competition Act, or

b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or

c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or

d. section 239 (*False or deceptive statements*) of the Income Tax Act, or

e. section 327 (*False or deceptive statements*) of the Excise Tax Act, or

f. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or

g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Contractor must provide a certified copy of confirming documentation from an official source.

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## **BID AND ACCEPTANCE FORM (BA)**

### **BA01 IDENTIFICATION**

Basin and Channel Dredging Phase II in Glace Bay, Cape Breton County, Nova Scotia

### **BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

### **BA03 THE OFFER**

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

### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of [\_30\_] days following the date of solicitation closing.

### **BA05 ACCEPTANCE AND CONTRACT**

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

### **BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work on or before April 15, 2013 from the date of notification of acceptance of the offer.

### **BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.

### **BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 1 - COMBINED PRICE FORM (1 page)**

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

|   |  |
|---|--|
| <b>LUMP SUM AMOUNT (LSA)</b><br>Excluding GST / HST |  |
|---|--|

**UNIT PRICE TABLE**

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

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

| Item  | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement                  | Estimated Quantity (EQ) | Price per Unit GST/HST extra (PU) | Extended amount (EQ x PU) GST/HST extra |
|---|-------------------------|------------------------------------|--------------------------------------|-------------------------|-----------------------------------|---|
| 1   | 35 20 23                | Dredging Area A                    | cmpm (cubic metre place measurement) | 7,605                   | \$ _____                          | \$ _____                                |
| 2   | 35 20 23                | Dredging Areas B, C and D          | cmpm (cubic metre place measurement) | 9,886                   | \$ _____                          | \$ _____                                |
| <b>TOTAL EXTENDED AMOUNT (TEA)</b><br>Excluding GST / HST |                         |                                    |                                      |                         |                                   |   |

**TOTAL BID AMOUNT**

|  |  |
|--|--|
| <b>TOTAL BID AMOUNT (LSA + TEA)</b><br>Excluding GST / HST |  |
|--|--|

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa122

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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## **APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

### ***NOTE TO BIDDERS***

***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***



### APPENDIX 3- Supplementary Insurance Requirements

#### Marine Liability Insurance

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 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.

Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

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.

### **Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2 The policy must include the following:
  - a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b) Accident Benefits - all jurisdictional statutes
  - c) Uninsured Motorist Protection
  - d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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Buyer ID - Id de l'acheteur

pwa122

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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#### **Appendix 4**

#### **BID AND ACCEPTANCE FORM FLOATING PLANT**

**BIDDERS MUST COMPLETE AND SUBMIT THE BID AND ACCEPTANCE FORM FLOATING PLANT ON OR BEFORE BID CLOSING AS ATTACHED TO BE CONSIDERED COMPLIANT. BIDDERS THAT DO NOT SUBMIT THE BID AND ACCEPTANCE FORM FLOATING PLANT ON OR BEFORE BID CLOSING WILL BE DEEMED NON- RESPONSIVE AND GIVEN NO FURTHER CONSIDERATION.**



**FOR GOVERNMENT USE ONLY  
POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.  
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)  
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION  
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently a director of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.

Le présent formulaire doit être rempli et signé par chaque individu qui est actuellement un administrateur du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

**A PRIVACY ACT STATEMENT  
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining and maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir et conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

**B BIOGRAPHICAL INFORMATION - Must be completed by the individual  
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)  
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

☐

Male  
Masculin

☐

Female  
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Permanent Residential Information  
Information résidentielle permanente actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province/State - État

Country - Pays

Postal Code/Zip Code - Code postal/Code zip

|          |   |
|----------|---|
| <b>C</b> | <b>CONSENT - Must be signed by the individual<br/>CONSENTEMENT - Doit être signé par l'individu</b> |
|----------|---|

I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

|                                     |                  |
|-------------------------------------|------------------|
| Signature                           |                  |
| Print Name - Nom en lettres moulées | Date (Y-A M D-J) |

|          |   |
|----------|---|
| <b>D</b> | <b>ADMINISTRATIVE INFORMATION - Internal Government Use Only<br/>RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b> |
|----------|---|

Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante

|   |   |
|---|---|
| Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat | Date of Request (Y-A M D-J)<br>Date de la demande             |
| Requesting Contact Person - Personne-ressource requérante                         | Contact Person Tel. No. - N° de tél. de la personne-ressource |

**BID AND ACCEPTANCE FORM  
FLOATING PLANT****DREDGES AND OTHER FLOATING PLANT**

I/We declare that I/We have the following named plant for the performance of the Work and that the capacity as stated below applies to the materials and conditions specified for this project. I/We understand that the award of a contract by Public Works and Government Services Canada does not imply agreement with the claimed capacity but only confirms that the equipment meets the requirements of the floating plant clause as outlined below.

|                 |                                   |                               |  |
|-----------------|-----------------------------------|-------------------------------|--|
| Name of dredge  |                                   | Official registry no.         |  |
| *Type of dredge | Capacity per hour<br>m3sm or m3pm | Length x Breadth<br>m         |  |
| Draft<br>m      | Maximum working depth<br>m        | Minimum working depth<br>m    |  |
| No. of scows    |                                   | Capacity of each              |  |
| Tug             | Official registry no.             | Length x Breadth x Draft<br>m |  |
| Name of dredge  |                                   | Official registry no.         |  |
| *Type of dredge | Capacity per hour<br>m3sm or m3pm | Length x Breadth<br>m         |  |
| Draft<br>m      | Maximum working depth<br>m        | Minimum working depth<br>m    |  |
| No. of scows    |                                   | Capacity of each              |  |
| Tug             | Official registry no.             | Length x Breadth x Draft<br>m |  |

\* Note: The Bidder will state whether the dredges are of dipper, backhoe, clamshell, orange peel, cutter suction or trailing suction hopper type.

Dredges or other floating plant used to perform the Work on this dredging project shall be on Canadian registry and of Canadian make or manufacture. A bidder with dredges or other floating plant not of Canadian make or manufacture is required to obtain a certificate of qualification in that respect from Industry Canada prior to submitting a bid and a true copy of such certificate shall be included with the bid documents. A request for a certificate of qualification shall be directed to: Director, Defence and Marine

Aerospace, Defence and Marine Branch  
Industry Canada  
CD Howe Building - Room 733C  
235 Queen Street  
Ottawa, ON  
K1A 0H5

Attention: Mr. Emile Rochon  
Phone (613) 954-3468  
Fax: (613) 998-6703

and must be received by that official not less than fourteen (14) days prior to the closing date for the submission of bids. Floating plant qualified by Industry Canada may be accepted to perform the Work on this dredging project. Requests for certificates of qualification may be submitted in the form annexed hereto.



**BID AND ACCEPTANCE FORM  
FLOATING PLANT**

**REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT**

The Bidder will use a separate sheet for each unit of floating plant.

|  |  |
|--|--|
| 1. Name and address of owner                                       |  |
| 2. Name and address of operator                                    |  |
| 3. Name of unit  |  |
| 4. Canadian registry no.   | 5. Type of unit (dredge, tug, scow, pontoon, etc.) |
| 6. Date of Canadian registry                                       | 7. Date unit originally built                      |
| 8. Shipyard where unit originally built                            |  |
| 9. Record of work done to unit in Canada. For each major job show: |  |
| Date   | Shipyard   |
| Type of work   | Cost   |
| Country of origin of equipment installed                           |  |

10. If unit has changed ownership show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

CORPORATE SEAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date