



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid

Receiving - PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

**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**

TPSGC-PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> Dragage-5 ports de pêches Côte-Nord	
<b>Solicitation No. - N° de l'invitation</b> F3731-160040/A	<b>Date</b> 2016-11-10
<b>Client Reference No. - N° de référence du client</b> F3731-160040	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCM-008-16931
<b>File No. - N° de dossier</b> QCM-6-39160 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-11-29</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b>	
<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> Rochette, Jean	<b>Buyer Id - Id de l'acheteur</b> qcm008
<b>Telephone No. - N° de téléphone</b> (418) 649-2834 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MPO / Ports pour petits bateaux Divers havres de pêche commerciale Côte Nord Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## INVITATION TO TENDER

**Title:** Dredging – 5 fishing ports Côte-Nord

### IMPORTANT NOTICE TO BIDDERS

#### TENDER DOCUMENTS

Firms intending to submit tenders on this project should obtain tender documents through the website <https://www.achatsetventes-buyandsell.gc.ca/>

#### INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

#### LISTING OF SUBCONTRACTORS

As per GI07 of R2710T you should provide using Appendix 7 at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

#### DREDGES AND OTHER FLOATING EQUIPMENT

The Floating Plant Clause (FPC) and the General Instructions to Bidders GI07 Registry and Pre-qualification of Floating Plant are mandatory conditions with which bids for federal government dredging projects must comply. Canada is bound by these obligations.

#### ADDITION OF PERFORMANCE EVALUATION-CONTRACT

Take note of the additional paragraph to be included in clause R2810D identified in SC03.

#### NOMENCLATURE

Public Works and Government Services Canada (PWGSC) is now called Public Services & Procurement Canada (PSPC). Both names refer to the same organization and the use of either is accepted.

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**R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)**

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>

GI01	Integrity Provisions - Bid
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Solicitation No – N° de l'invitation  
F3731-160040/A  
Client Ref No. – N° de réf. du client  
F3731-16-0040

Amd. No. – N° de la modif.  
File No. – N° du dossier  
QCM-6-39160

Buyer ID – id de l'acheteur  
qcm008

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BA08 Signature

**APPENDIX**

Appendix 1 Combined Price Form  
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**ANNEX**

Annex 1 Request for certificate of qualification of floating plant

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## **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 - Construction Services - Bid Security Requirements R2710T (2016-04-04)
  - 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>
3. Bids sent by fax will not be accepted.

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to [jean.rochette@tpsgc-pwgsc.gc.ca](mailto:jean.rochette@tpsgc-pwgsc.gc.ca), 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 GI15 of R2710T, enquiries should be received no later than **seven (7) 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 OPTIONAL SITE VISIT**

Not applicable

### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (418) 648-2209.

### **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 (418) 649-2888.

## **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.
  - c. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

## **SI08 CONSTRUCTION DOCUMENTS**

Not applicable

## **SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

Not applicable

## **SI10 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

Not applicable

## **SI11 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>

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

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

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

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

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

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

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

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

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

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

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

## SI12 FINANCIAL BID

The total amount of the bid excludes taxes.

## SI13 BID MANDATORY REQUIREMENTS

Bids shall comply with all of the mandatory requirements in the invitation to tender documents in order to be declared responsive, including the mandatory requirements set out in other sections of the invitation to tender documents.

If Canada requests that the bidder submit information or documents within a time period specified in this clause or in a written request made to the bidder, failure to provide these documents or this information at Canada's request within the specified time period will result in the bid being deemed non-responsive.

The lowest compliant bid shall be recommended for a contract award.

<b>Mandatory requirements at bid closing</b>	
<b>Mandatory documents to be supplied with the bid</b>	
	<b>Reference</b>
<b>If any of the following documents relative to criteria 1.1 to 1.5 is missing at bid closing, the bid will be deemed non-responsive.</b>	
<b>1.1</b> Bidders shall complete the Combined Price Table.	Appendix 1 herein

<p><b>1.2 Bid security, in accordance with GI08 BID SECURITY REQUIREMENTS of the General Instructions to Bidders (R2710T).</b></p>	<ul style="list-style-type: none"> <li>• Clause GI09 of General Instructions to Bidders, R2710T</li> <li>• Clauses BA04 and BA07 of the Bid and Acceptance Form</li> <li>• See the bid bond form at the following Internet link:  <a href="https://buyandsell.qc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11">https://buyandsell.qc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11</a></li> </ul>
<p><b>1.3 In order to comply with clause GI06, Registry and Pre-qualification of Floating Plant, of the General Instructions to bidders R2710T:</b></p>	
<p><b>1.3.1 Submit a bid on the basis that the dredges or other floating plant to be used for the work are registered in Canada.</b></p> <p>Bidders shall identify <b>the dredge(s) and other floating plant, (scows, tug(s) and supply vessel(s) and support equipment)</b>, that will be used by filling out <b>Appendix 6</b> and shall provide it with the bid.</p> <p>If necessary, bidders shall be able to demonstrate, within 48 hours of receipt of Canada's written request, that the dredges or floating plant are registered in Canada.</p>	<ul style="list-style-type: none"> <li>• Clause GI06 of General Instructions to Bidders, R2710T</li> <li>• Appendix 6 herein</li> </ul>
<p><b>1.3.2 Append to its bid a copy of the <u>certificate of qualification issued by Industry Canada if the dredge(s) or other floating plant to be used for the work IS NOT (ARE NOT) MANUFACTURED IN CANADA.</u></b></p> <p>If at bid closing this certificate is not appended to the bid for any of the dredges or equipment not manufactured in Canada indicated in Appendix 6, the bid will be deemed <u>non-responsive</u>.</p> <p>See Industry Canada certificate application in Annex 1.</p>	<ul style="list-style-type: none"> <li>• Clause GI06 of General Instructions to Bidders, R2710T</li> <li>• Annex 1 herein</li> </ul>
<p><b>1.4 Mandatory Specifications of the equipment</b>  Bidder shall take note that the dredging shall be executed with equipment stated in Article 2.1 from section 35 20 23 of the specifications.</p> <p>Bidder shall provide a description of the dredge(s) and dump scows to be used to do the work, which will allow Canada to verify if the proposed floating plants are compliant with specifications requirements. Include in <b>Appendix 6</b> the information on the dredge(s) and dump scows used.</p> <p>Failure to identify the dredge(s) and dump scows or to attach Appendix 6 to the bid shall make the bid <u>non-responsive</u>.</p>	<ul style="list-style-type: none"> <li>• Article 2.1 from section 35 20 23 of the specifications</li> <li>• Appendix 6 herein</li> </ul>
<p><b>1.5 Positioning system</b>  The bidder shall describe the positioning system that be used to performed the work.</p>	<ul style="list-style-type: none"> <li>• Appendix 7 to this Invitation to Tender</li> </ul>

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

#### **SC01.1 Insurance requirements**

The Contractor must comply with the insurance requirements specified in SC01 - Insurance terms. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

#### **SC01.2 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 & Indemnity Associations or with a fixed market in an amount of \$ 10,000,000.00. 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 Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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### SC01.3 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General 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 and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) 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.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

### SC02 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers;  
or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or

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e. any other supporting documentation as requested by Canada.

### **SC03 PERFORMANCE EVALUATION-CONTRACT**

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
  - a. quality of workmanship
  - b. time
  - c. project management
  - d. contract management
  - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  - a. unacceptable: 0 to 5 points
  - b. not satisfactory: 6 to 10 points
  - c. satisfactory: 11 to 16 points
  - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
  - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
  - b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
  - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

## 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 – Construction Services	R2810D	(2016-04-04);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);

Allowable Costs for Contract Changes Under GC6.4.1      R2950D      (2015-02-25);  
Supplementary Conditions
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- 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. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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Amd. No. – N° de la modif.  
File No. – N° du dossier  
QCM-6-39160

Buyer ID – id de l'acheteur  
qcm008

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**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Dredging by Floating Equipment of 5 different sites in north shore  
Solicitation no: F3731-160040/A

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

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

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

**BA03 THE OFFER**

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

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of sixty (60) 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**

Work may begin from contract award and shall be completed by March 31, 2017.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 1 - COMBINED PRICE FORM**

**NOTICE**

**TENDER DOCUMENTS:** SINCE JUNE 1ST 2013, MERX IS NO LONGER OUR SERVICE PROVIDER. FIRMS INTENDING TO SUBMIT TENDERS ON THIS PROJECT SHOULD OBTAIN TENDER DOCUMENTS THROUGH THE FOLLOWING WEBSITE:

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

In this Appendix:

- 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.
- 3) The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies. Work included in the Lump Sum Amount represents all work not included in the unit price table.
- 4) The Unit Price Table designates Work to which a Unit Price Arrangement applies. The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

**Baie-Comeau (BC)**

Item	Description	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
1A	Mobilization A (1/5 of the total cost)	Global	xxxxxxxxxx	xxxxxxxxxxxxx	_____ \$
1B	Mobilization B	Nautical mile	0	_____ \$	_____ \$
*2A	Mechanical dredging	m3pm	4 000	_____ \$	_____ \$
*2B	Succion Dredging	m3pm	4 000	_____ \$	_____ \$
**3A	Evacuation (immersion)	m3pm-km	4 000	_____ \$	_____ \$
**3B					
4	Debris removal	Hour	10	_____ \$	_____ \$
<b>TOTAL EXTENDED AMOUNT (BC)</b> Excluding GST and QST					_____ \$

**Rivière-au-Tonnerre (RT)**

Item	Description	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
1A	Mobilization A (1/5 of the total cost)	Global	xxxxxxxxxx	xxxxxxxxxxxxx	_____ \$
1B	Mobilization B	Nautical mile	125	_____ \$	_____ \$
*2A	Mechanical dredging	m3pm	5 500	_____ \$	_____ \$
*2B	Succion Dredging	m3pm	0	_____ \$	_____ \$
**3A					
**3B	Evacuation (land disposal)	m3pm	5 500	_____ \$	_____ \$
4	Debris removal	Hour	10	_____ \$	_____ \$
<b>TOTAL EXTENDED AMOUNT (RT)</b> Excluding GST and QST					_____ \$

**Havre-Saint-Pierre (HSP)**

Item	Description	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
1A	Mobilization A (1/5 of the total cost)	Global	xxxxxxxxxx	xxxxxxxxxxxxx	_____ \$
1B	Mobilization B	Nautical mile	20	_____ \$	_____ \$
*2A	Mechanical dredging	m3pm	1 500	_____ \$	_____ \$
*2B	Succion Dredging	m3pm	0	_____ \$	_____ \$
**3A					
**3B	Evacuation (land disposal)	m3pm	1 500	_____ \$	_____ \$

4	Debris removal	Hour	10	_____ \$	_____ \$
<b>TOTAL EXTENDED AMOUNT (HSP)</b> Excluding GST and QST					_____ \$

### Baie-Trinité (BT)

Item	Description	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
1A	Mobilization A (1/5 of the total cost)	Global	xxxxxxxxxx	xxxxxxxxxxxxx	_____ \$
1B	Mobilization B	Nautical mile	45	_____ \$	_____ \$
*2A	Mechanical dredging	m3pm	2 500	_____ \$	_____ \$
*2B	Suction Dredging	m3pm	0	_____ \$	_____ \$
**3A					
**3B	Evacuation (land disposal)	m3pm	2 500	_____ \$	_____ \$
4	Debris removal	Hour	10	_____ \$	_____ \$
<b>TOTAL EXTENDED AMOUNT (BT)</b> Excluding GST and QST					_____ \$

### Mingan (M)

Item	Description	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
1A	Mobilization A (1/5 of the total cost)	Global	xxxxxxxxxx	xxxxxxxxxxxxx	_____ \$
1B	Mobilization B	Nautical mile	35	_____ \$	_____ \$
*2A	Mechanical dredging	m3pm	3 500	_____ \$	_____ \$

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*2B	Succion Dredging	m3pm	0	_____ \$	_____ \$
**3A					
**3B	Evacuation (land disposal)	m3pm	3 500	_____ \$	_____ \$
4	Debris removal	Hour	10	_____ \$	_____ \$
<b>TOTAL EXTENDED AMOUNT (M)</b> Excluding GST and QST					_____ \$

### Summary of the submission

<b>Total Bid (BC+RT+HSP+BT+M)</b> Excluding GST and QST	_____ \$
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L'une ou l'autre des méthodes de dragage pourrait être utilisée pour la réalisation des travaux.

L'entrepreneur devra indiquer un prix au poste de mesurage retenu et inscrire 0.00 \$ dans l'autre méthode proposée.

\* Les quantités inscrites pour les postes de mesurage 2A et 2B ne doivent pas être interprétées comme cumulatives.

\*\* Les quantités inscrites pour les postes de mesurage 3A et 3B ne doivent pas être interprétées comme cumulatives.

Notes importantes au soumissionnaire :

1. Le Ministère se réserve le droit d'octroyer le contrat en tout ou en partie.
2. L'Entrepreneur, de par le dépôt de soumission, s'engage à réaliser l'ensemble des travaux.

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## **APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY**

*TO BE PROVIDED AT CONTRACT AWARD.*

Contracting Authority is:

Name: Jean Rochette

Title: Supply Specialist

Department: Public works and Government services Canada

Telephone: 418- 649-2834

e-mail: jean.rochette@tpsgc-pwgsc.gc.ca

Technical Authority is:

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

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Division: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail: \_\_\_\_\_



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**APPENDIX 4 - CERTIFICATE OF INSURANCE (Not required at solicitation closing)**

**CERTIFICATE OF INSURANCE**



Travaux publics et  
 Services gouvernementaux  
 Canada

Public Works and  
 Government Services  
 Canada

Description and Location of Work  Dredging 5 fishing ports in Côte-Nord, QC	Contract No. F3731-160040/001/QCM
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial Liability</b>				\$	\$	\$
<b>Marine Liability</b>				\$	\$	\$

**I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.**

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y

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## APPENDIX 5 - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

## APPENDIX 6 - FLOATING PLANT DESCRIPTION

### Dredges and Other Floating Equipments

The Bidder declares, by the fact of filling in the following tables, that the named equipments are entirely at his disposal, and that he is able to meet performances and capacities as stated below considering the materials and conditions related to this project. The Bidder must understand that a contract award from Public Works & Government Services Canada does not imply an acceptance of the claimed performances or capacities but only confirms that the equipments meet the requirements of the floating plant clauses.

### **DREDGE (S)**

	<i>Main dredge</i>	<i>Secondary dredge (if required)</i>
<i>Dredge name</i>		
<i>Registration number</i>		
<i>Type of dredge</i>		
<i>If trailing suction hopper dredge: Hopper Capacity (m<sup>3</sup>)</i>		
<i>Draft (m)</i>		
<i>Dredging depth (m)</i>		
<i>Dredging capacity (m<sup>3</sup>/h)</i>		
<i>Manufacturing place *</i>		

**Appendix 6 (continued)  
 SCOW (S) / SELF-PROPELLING SCOW (S)**

Name	Registration number	Capacity (m <sup>3</sup> )	Draft (m)	Manufacturing Place *

**TUG (S)**

Name	Registration number	Engine (HP)	Draft (m)	Manufacturing Place *

**SUPPLY VESSELS AND OTHERS FLOATING EQUIPMENT**

Name	Registration number	Purpose	Draft (m)	Manufacturing Place *

\* If manufacturing place is not Canada, append to your bid the certificate issued by Industry Canada

**Appendix 6 (continued)**

**CERTIFICATE OF QUALIFICATION**

Each floating equipment to be used in the course of the works **must be of Canadian manufacture and Canadian registry**. The Bidder must obtain a certificate of qualification from Industry Canada for any floating equipment which is not of Canadian manufacture. **A certified copy of the certificate must accompany the bid.** Requests related to the certification must be sent to:

Defence and Marine Director  
Aerospace, Defence and Marine Branch  
INDUSTRY CANADA  
C.D. Howe Building – room 733C  
235 Queen Street  
Ottawa, ON  
K1A 0H5

Attention: Mr. Phil Mickle  
Phone: (613) 617-1860  
Fax: (613) 998-6703  
E-mail: [phil.mickle@ic.gc.ca](mailto:phil.mickle@ic.gc.ca)

The Director must have received any request at least fourteen (14) days before the closing bid date. The Industry Canada evaluated and recognized floating equipments may be accepted to work out a dredging project. Requests for certificates of qualification may be submitted by completing the Annex 1 here after.

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## APPENDIX 7 - POSITIONING SYSTEM DESCRIPTION

Describe the positioning system that will be used to performed the Work. Specify trade-mark, model, precision, etc.

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## ANNEX 1 - 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Corporate Seal*