



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3

Title - Sujet TC Atlantic WAV Project	
Solicitation No. - N° de l'invitation T2012-200016/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client T2012-20-0016	Date 2020-08-25
GETS Reference No. - N° de référence de SEAG PW-SHAL-104-6025	
File No. - N° de dossier HAL-0-84035 (104)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-09	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Nowakowski, Leanne	Buyer Id - Id de l'acheteur hal104
Telephone No. - N° de téléphone (902) 403-7112 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation Amendment 004 is being issued to set-aside a portion of the work for this Project under the Procurement Strategy for Aboriginal Business.

1) At SI09 (Special Instruction), insert:

SI09. The following Clauses will apply to bidders submitting a bid for the Little Dipper Harbour Barge in New Brunswick as well as the Bernard N. Seeley Vessel in Nova Scotia. If you are not submitting a bid on either of those two vessels, the following clauses do not apply and are not required to be complete and provided with your bid.

SACC Manual Clause A3000T (2014-11-27) Set-aside for Aboriginal Business

1. The Little Dipper Harbour Barge in NB and the Bernard N. Seeley Vessel in NS are set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - I. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - II. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - III. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - I. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - II. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - I. ☐ The Aboriginal business has fewer than six full-time employees.
OR
 - II. ☐ The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SI09.1 SACC Manual Clause A3001T (2014-11-27) Owner/Employee Certification – Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*)
of _____ (*insert name of business*), and an Aboriginal person,
as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

SI09.2 SACC Manual Clause A3002T (2017-07-01) Set-aside under the Procurement Strategy for Aboriginal Business

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Annex 9.4](#) of the *Supply Manual*.

Further to Article 800 of the [Canadian Free Trade Agreement](#) (CFTA), CFTA does not apply to this procurement.

2) At Contract Documents, insert:

- 4. SACC Manual Clause A3000C (2014-11-27) Aboriginal Business Certification (For the resulting Contracts of the Little Dipper Harbour and Bernard N. Seeley Vessels only)**
1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

3) Please find attached a revised version of the Invitation to Tender (T2012-200016 ITT Revision 1) which has incorporated all of the changes from Solicitation Amendment 002 as well as Solicitation Amendment 004.

INVITATION TO TENDER, Revision 1

(Transport Canada Wrecked and Abandoned Vessels Project 2020)
(Atlantic Region)

IMPORTANT NOTICE 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/divulgate-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>

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI05 for further Instructions.

Set-aside for Aboriginal Business – Little Dipper Harbour and Bernard N. Seeley

The Little Dipper Harbour in New Brunswick and the Bernard N. Seeley in Nova Scotia have been set-aside under the Procurement Strategy for Aboriginal Business. Only bids received from registered Aboriginal Businesses will be accepted for these two vessels.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Bidders Conference
SI04	Revision of Bid
SI05	Bid Results
SI06	Insufficient Funding
SI07	Bid Validity Period
SI08	Construction Documents
SI10	Listing of Subcontractors and Suppliers
SI11	Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

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
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 (Not applicable to total bids being submitted that are less than \$100,000)
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)

SUPPLEMENTARY CONDITIONS (SC)

SC01	Insurance Terms
------	-----------------

BID AND ACCEPTANCE FORM (BA)

BA01	Identification
BA02	Business Name and Address of Bidder
BA03	The Offer
BA04	Bid Validity Period
BA05	Acceptance and Contract
BA06	Construction Time
BA07	Bid Security (Not applicable to total bids being submitted that are less than \$100,000)
BA07/8	Signature

APPENDIX “1” INTEGRITY PROVISIONS ANNEX “A” CERTIFICATE OF INSURANCE

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 (2019-05-30)
 - 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. Additional Instructions:

Transport Canada requires the removal and disposal of 13 vessels in locations throughout the Atlantic Region, as follows:

#	Name of Vessel	Location:
1	Little Dipper Harbour (Unknown Wooden Barge)	Little Dipper Harbour, NB
2	Patricia Lenora (#0328711)	near the Kennebecasis River, Millidgeville, NB
3	Three Sunken Vessels	Frye Island, NB
4	Arnold's Cove Blue (Unknown Vessel)	the Beach Place, Arnold's Cove, NL
5	Arnold's Cove Grey (Unknown Vessel)	the Main Road, Arnold's Cove, NL
6	Fleur de Lys (Two Unknown Vessels)	Fleur de Lys Harbour, Fleur de Lys, NL
7	Mary Ruth	Southport Harbour, NL
8	The Braithwaite Bailey	Swift Current, NL
9	Bernard N. Seeley	Baker's Island Yarmouth, NS
10	Brunswick Mariner	in the Port of Yarmouth, Yarmouth, NS
11	Green Hull	near Barrington Passage, NS
12	Grounded Vessel 15A1377	Mud Cove, NS
13	Lady Elizabeth	East Port Medway, NS

For this Invitation to Tender, bidders are able to submit a bid for one or more vessels. The minimum number of vessels to submit for is one, and there is no maximum. Bidders may submit for any number of vessels from one to all 13. Each vessel will be evaluated and awarded separately, so the intent is to issue a total of 13 Contracts as a result of this Invitation to Tender.

Bid and Acceptance Form:

As each vessel is being evaluated and awarded separately it is very important that bidders complete and submit a separate Bid and Acceptance Form for EACH vessel being bid on. For example, if a bidder submits a bid for three vessels, there should be three Bid and Acceptance Forms included with their bid, providing an offer for each individual vessel. A Bid and Acceptance Form with a combined Offer for more than one vessel will not be accepted or evaluated, resulting in the entire bid being disqualified.

Bid Security (Revised):

If the total bid amount (the sum of all vessels being bid on by one company) is less than \$100,000 bid security is not required. GI8 of R2710 General Instructions – Construction Services – Bid Security Requirements does not apply and GC9 (R2890D (2018-06-21)) would not apply to any resulting Contract Documents.

If the total bid amount is \$100,000 or more, then bid security must be provided for the sum of all vessels for which a bid is submitted. For example, if a Bidder submits a bid for three vessels (Vessel 1 for \$55,000; Vessel 2 for \$25,000 and Vessel 3 for \$20,000), the amount of bid security provided must be based on the sum of the offers for those three vessels, excluding taxes. In this example the sum of Vessel 1, 2 & 3 is \$100,000, so Bid Security is based on the total bid amount of \$100,000 +HST.

4. **ONLY for bids being submitted with a total bid amount (the sum of all vessels being bid on) less than \$100,000 that do not require bid security. If the total bid amount is \$100,000 or more you MAY NOT send your tender in via fax, as the original, hard copy of bid security is required with your bid as per GI8.**

Tenders for less than \$100,000 received by fax will be accepted as official.

Tenders received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
 - Project number
 - Solicitation number
 - Bidder's name
 - Closing Date and Time
- c. Must be received before tender closing time at fax number (902) 496-5016.

SI02 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 at e-mail address Leanne.Nowakowski@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 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, PWGSC will examine the content of the enquiry and will 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.

SI03 BIDDER'S CONFERENCE

A bidders' conference will be held via teleconference on **August 12, 2020 at 10:00am ADT**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to obtain the teleconference details and confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than close of business Thursday, August 6th, 2020.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

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 (902) 496-5001.

SI05 BID RESULTS

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price for a specific vessel will be recommended for contract award of that vessel. Each vessel will be evaluated and awarded separately.
3. Due to the complex nature of the bidding process for this Invitation to Tender, bid results will not be available on the bid line. A Regret Letter will be sent to each Bidder with the results upon completion of the evaluation and award phase.

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.

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 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 will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI08 WEB SITES

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

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

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

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

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

Bid Bond (form PWGSC-TPSGC 504)
ITT (03-2020) Revision 1

<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

<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>

Trade agreements

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

SI09 Set-aside for Aboriginal Business – Little Dipper Harbour and Bernard N. Seeley

The following Clauses will apply to bidders submitting a bid for the Little Dipper Harbour Barge in New Brunswick as well as the Bernard N. Seeley Vessel in Nova Scotia. If you are not submitting a bid on either of those two vessels, the following clauses do not apply and are not required to be complete and provided with your bid.

SACC Manual Clause A3000T (2014-11-27) Set-aside for Aboriginal Business

1. The Little Dipper Harbour Barge in NB and the Bernard N. Seeley Vessel in NS are set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - I. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - II. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - III. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - I. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - II. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - I. ☐ The Aboriginal business has fewer than six full-time employees.
OR
 - II. ☐ The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SI09.1 SACC Manual Clause A3001T (2014-11-27) Owner/Employee Certification – Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of
_____ (*insert name of business*), and an Aboriginal person, as defined in
[Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

SI09.2 SACC Manual Clause A3002T (2017-07-01) Set-aside under the Procurement Strategy for Aboriginal Business

A portion of this procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Annex 9.4](#) of the *Supply Manual*. Further to Article 800 of the [Canadian Free Trade Agreement](#) (CFTA), CFTA does not apply to this procurement.

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	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment (bids of \$100,000 or more)	R2850D	(2019-11-28);
GC 5	Terms of Payment (bids of less than \$100,000)	R2550D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);

OR

(GC 9 Contract Security will not form part of the Contract Documents for bids submitted which total less than \$100,000)

- | | | | |
|------|--|--------|---------------|
| GC10 | Insurance | R2900D | (2008-05-12); |
| | Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2015-02-25); |
- e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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.

4. **SACC Manual Clause A3000C (2014-11-27) Aboriginal Business Certification
(For the resulting Contracts of the Little Dipper Harbour and Bernard N. Seeley Vessels only)**

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

1) Insurance Contracts

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

2) Period of Insurance

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

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after 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.

Bid Summary Table

Bidders are encouraged to complete this Summary Table and submit it with their Bid, but it is not mandatory. The intent of the Summary Table is to assist with organizing your bid and ensuring that all required documentation has been provided.

#	Name of Vessel	Location:	Is a bid is being submitted for this vessel? If yes, mark with an X	If a bid is being submitted for the vessel, has a Bid and Acceptance Form been completed? (Insert the Offer amount from the BA Form) ¹
1	Little Dipper Harbour (Unknown Wooden Barge)	Little Dipper Harbour, NB	Set-aside under PSAB (See SI09) ²	\$
2	Patricia Lenora (#0328711)	near the Kennebecasis River, Millidgeville, NB		\$
3	Three Sunken Vessels	Frye Island, NB		\$
4	Arnold's Cove Blue (Unknown Vessel)	the Beach Place, Arnold's Cove, NL		\$
5	Arnold's Cove Grey (Unknown Vessel)	the Main Road, Arnold's Cove, NL		\$
6	Fleur de Lys (Two Unknown Vessels)	Fleur de Lys Harbour, Fleur de Lys, NL		\$
7	Mary Ruth	Southport Harbour, NL		\$
8	The Braithwaite Bailey	Swift Current, NL		\$
9	Bernard N. Seeley	Baker's Island Yarmouth, NS	Set-aside under PSAB (See SI09) ²	\$
10	Brunswick Mariner	in the Port of Yarmouth, Yarmouth, NS		\$
11	Green Hull	near Barrington Passage, NS		\$
12	Grounded Vessel 15A1377	Mud Cove, NS		\$
13	Lady Elizabeth	East Port Medway, NS		+ \$ _____
If the sum of all the vessels you are bidding on is \$100,000 or more Bid Security must be provided and should be based on the sum of all Offers submitted:				\$

¹ Please note: if there is a discrepancy in the numbers, the Offer Amount on the final Bid and Acceptance Form submitted will be accepted, not the amount shown in this table. This table is for reference only and does not constitute an offer.

² Please note: these vessels have been set-aside under PSAB – please see SI09 for details, as only bids received from registered Aboriginal Businesses will be considered.

BID AND ACCEPTANCE FORM (BA) Revision 1

BA01 IDENTIFICATION

Transport Canada Wrecked and Abandoned Vessels Project 2020

This Bid and Acceptance Form is being submitted for the following Vessel:

_____ (please insert the name and number of the vessel)*

*Please note, as indicated in SI01 3), one Bid and Acceptance Form is required PER vessel, as each vessel is being evaluated and awarded separately.

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

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

\$ _____ excluding Applicable Tax(s).
(amount in numbers)

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 30 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

The Contractor must perform and complete the Work by March 31, 2021.

BA07 BID SECURITY (Only for total bid amounts (the sum of all BA Forms) of \$100,000 or more)

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

BA07/08 SIGNATURE

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

Signature

Date

APPENDIX 1 - INTEGRITY PROVISIONS

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

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

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

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
----------------------------------	-----------------------	------	----------	-------------

Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured

<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>
--

--

--

--

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
-------------------	--------------------------------	-----------------------------	--------------------------	---------------------	--	--

Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$

Pollution Liability				\$		Aggregate \$
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		

Marine Liability				\$		
-------------------------	--	--	--	----	--	--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

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 days' 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.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

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

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

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.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and 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 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 the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.