



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Voir dans le document/

See herein

NA

Québec

NA

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**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> Agrandissement quai des traversiers	
<b>Solicitation No. - N° de l'invitation</b> EE519-220842/A	<b>Date</b> 2021-09-28
<b>Client Reference No. - N° de référence du client</b> R.115132.100	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCM-032-18217
<b>File No. - N° de dossier</b> QCM-1-44065 (032)	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-10-26</b> Heure Avancée de l'Est HAE	
<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> Girard, Isabelle	<b>Buyer Id - Id de l'acheteur</b> qcm032
<b>Telephone No. - N° de téléphone</b> (418) 580-3551 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA ESC 1-MPO/ Transport 180, RUE DE LA CATHEDRALE RIMOUSKI Québec G5L5H9 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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **BID SOLICITATION**

### Wharf Extension, Reinforcement, and New fenders Cap-aux-Meules, Québec

#### **IMPORTANT NOTICE TO BIDDERS**

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI07 for further Instructions.**

- **SI10** Rights of Canada has been added
- **GI08 of R2710T** has changed, see SI05 Bid Security Requirements.
- **GI09 of R2710T** has changed, see SI06 Submission of Bid
- **GC9.2.2 of R2890D** has changed, see SC03 Types and Amounts of Contract Security

#### **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/divulgarion-disclosure/psdic-ppci-eng.html>

#### **PWGSC UPDATE ON ASBESTOS USE**

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

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(ces); 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>

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this solicitation must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at [Isabelle.Girard@tpsgc-pwgsc.gc.ca](mailto:Isabelle.Girard@tpsgc-pwgsc.gc.ca). Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether 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 BIDDERS CONFERENCE / SITE VISIT

1. There will be no site visit. Before submitting bid, Contractor is responsible to get all necessary information regarding conditions that may affect the execution of the work.
2. A MS TEAMS virtual bidders conference will be held on **October 7, 2021 from 10:00 AM to 11:00 AM**. To register, bidders shall communicate with the Contracting Authority by email at [Isabelle.Girard@tpsgc-pwgsc.gc.ca](mailto:Isabelle.Girard@tpsgc-pwgsc.gc.ca)

### SI04 REVISION OF BID

Subparagraph 1. of G110 of R2710T is replaced with the following:

1. A bid submitted in accordance with these instructions may be revised by epost Connect service or facsimile at **(418) 648-2209**, provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The document shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.

### SI05 BID SECURITY REQUIREMENTS

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

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies. The bid bond can be in the form of Signed and Sealed paper version OR electronic digital version.
  - 2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
    - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
    - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
    - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
    - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
    - e. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
  - 2.2 Bonds failing the verification process will NOT be considered valid.
  - 2.3 Bonds passing the verification process will be treated as original and authentic.

## **SI06 SUBMISSION OF BID**

R2710T GI09 Submission of bid is replaced with the following:

Submissions must be submitted by epost Connect service.

Timely and correct delivery of bids is the sole responsibility of the Bidder.

### **Electronic Bid Submission by epost Connect service**

Steps to follow for the Bid Submission to Bid Receiving Unit using epost Connect: <https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>

- 1.1 Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
- 1.2 The only acceptable email address of the Bid Receiving Unit to use with epost Connect for responses to this bid solicitation is: [TPSGC.RQReceptionSoumissions-RSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-RSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Important Note:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is ONLY to be used to open an epost Connect conversation, as detailed in c., or to

send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

- 1.3 To submit a bid using epost Connect service, the Bidder must either:
- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation;
  - or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- 1.4 If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- 1.5 If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- 1.6 The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- 1.7 It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the following address in order to register for the epost Connect service: 1550, d'Estimauville avenue, Quebec (Quebec) G1J 0C7.
- 1.8 For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the epost Connect service.
- 1.9 The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- 1.10 Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- 1.11 A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

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## **SI07 BID RESULTS**

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing date and time, bid results may be obtained by e-mail a request to [Isabelle.Girard@tpsgc-pwgsc.gc.ca](mailto:Isabelle.Girard@tpsgc-pwgsc.gc.ca)

## **SI08 INSUFFICIENT FUNDING**

1. 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.

## **SI09 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.

## **SI10 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

## **SI11 CONSTRUCTION DOCUMENTS**

1. The successful Contractor will be provided with one (1) electronic of the sealed and signed drawings, the specifications and the amendments after contract award.

## **SI12 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

1. Not applicable

## **SI13 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

1. Not applicable

## **SI14 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\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGWS-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>



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## **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (2020-05-28)**

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/R2410T/18>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

## CONTRACT DOCUMENTS (CD)

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

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	R2850D	(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	R2882D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
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/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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## SUPPLEMENTARY CONDITIONS (SC)

### SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

2. There is no document security requirement applicable to this Contract.

### SC02 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

### SC03 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. with the following

1. A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following:

2. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:

- 
- 2.1 The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 2.2 The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - 2.3 The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 2.4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1. A scanned copy of a bond does not constitute a digital bond.

3. Bonds failing the verification process will NOT be considered to be valid.

#### **SC04 CANADA SUPPLIED MATERIAL**

1. Please note the following material is provided by Canada:
  - Fenders
  - Bollards
2. For Builder's Risk / Installation Floater Insurance purposes, the declared value of the material supplied by Canada is \$ 300,000.00 (taxes included).

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Wharf Extension, Reinforcement, and New fenders, Cap-aux-Meules, Québec

### 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 INDICATED IN APPENDIX 1**.

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of sixty (60) 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 **no later than June 1, 2022**.

### BA07 BID SECURITY

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.

### 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) The prices per unit will 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) Reference to the specification for tender: Section 01 29 00
- c) Canada reserves the right to request from bidders a breakdown of the lump sum amount, as indicated in the items at Annex C, prior to contract award.
- d) The Bidder must, within forty-eight (48) hours of receipt of a written notice, submit a completed Annex C. Failure to comply with this requirement may result in the bid being rejected.

<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable taxes	\$
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**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.

Reference Items in Section 01 29 00 of Specification	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
<b>1- WHARF EXTENSION AND REINFORCEMENT</b>					
<b>1.1 Quay Equipment - Fendering Systems</b>					
1.1.1	Dismantling of existing fender	Unit	9	\$	\$
1.1.2	Modification of fender structural base	Unit	10	\$	\$
1.1.3	Fendering System - Installation	Unit	10	\$	\$
<b>1.2 Quay equipment - Mooring Systems</b>					
1.2.1	Dismantling of existing bollard	Unit	7	\$	\$
1.2.2	Modification of existing bollard structural base	Unit	7	\$	\$
1.2.3	New bollard structural base	Unit	4	\$	\$
1.2.4	Bollard - Installation	Unit	11	\$	\$

Reference Items in Section 01 29 00 of Specification	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
<b>1.3 Structural Components - Wharf Reinforcement</b>					
1.3.1	Pile 508 x 15.87 mm - Supply	m	461	\$	\$
1.3.2	Pile 508 x 15.87 mm - Installation	m	461	\$	\$
1.3.3	Concrete for pile filling - Supply and Installation	m <sup>3</sup>	83	\$	\$
1.3.4	Reinforced concrete – Supply and Installation	m <sup>3</sup>	67	\$	\$
1.3.5	Pile Jacket - Supply and Installation	Unit	18	\$	\$
<b>2- STRUCTURAL COMPONENTS – TURNING DOLPHIN</b>					
<b>2.1 Quay Equipment</b>					
2.1.1	Fendering System - Installation	Unit	3	\$	\$
2.1.2	Bollard 60T - Installation	Unit	2	\$	\$
2.1.3	Guardrail - Supply and Installation	m	17	\$	\$
<b>2.2 Structural Components - Turning Dolphin</b>					
2.2.1	Pile 610 x 19.0 mm - Supply	m	544	\$	\$
2.2.2	Pile 610 x 19.0 mm – Installation	m	544	\$	\$
2.2.3	Concrete for pile filling - Supply and Installation	m <sup>3</sup>	20	\$	\$
2.2.4	Reinforced concrete - Supply and Installation	m <sup>3</sup>	189	\$	\$
2.2.5	Pile Jacket 864 mm – Supply and Installation	Unit	17	\$	\$
2.2.6	Cathodic protection anode	Unit	34	\$	\$
<b>3- PILES SPLICING</b>					
3.1	Splicing of 610 x19mm pile	Unit	10	\$	\$
3.2	Splicing of 508 x15.85mm pile	Unit	10	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable taxes					\$

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable taxes	\$
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**APPENDIX 2 - CERTIFICATE OF INSURANCE***(Not required at solicitation closing)***CERTIFICATE OF INSURANCE**

Page 1 of 2

Travaux publics et  
Services gouvernementaux  
CanadaPublic Works and  
Government Services  
Canada

Description and Location of Work				Contract No. EE519-220842/001/QCM		
Wharf Extension, Reinforcement, and New fenders, Cap-aux-Meules, Québec				Project No. R.115132.001		
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 <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		
<b>Marine Liability</b>				\$		
<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.</b>						
<div></div>				<div></div>		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone number		
<div></div>				<div></div>		
Signature				Date D / M / Y		



## APPENDIX 2 - CERTIFICATE OF INSURANCE - Page 2 of 2

### General

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

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

The Policy shall be endorsed to provide the Owner with not less than 30 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.

### Builder's Risk / Installation Floater

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

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

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

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

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

### 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.

### APPENDIX 3 - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

*(This report is not required at bid deposit)*

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

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

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

Number of apprentices hired	Trade



## ANNEX B - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Page 1 of 2

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

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

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

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

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

If you accept fill out and sign page 2 of 2.

\* The **journeyperson-apprentice ratio** is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

## ANNEX B - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Page 2 of 2

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

*Note: The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Appendix 3.*

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

Signature: \_\_\_\_\_

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

Company Legal Name:

Solicitation Number:

Number of company employees:

Number of apprentices planned to be working on this contract:

Trades of those apprentices:

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 C – DESCRIPTION AND BREAKDOWN OF LUMP SUM AMOUNT

Reference Items in Section 01 29 00 of Specification	Class of Labour, Plant or Material	Amount excluding applicable taxes
<b>1- SITE INSTALLATION</b>		
1.1	Site Organization	\$
1.2	Main Equipment - Mobilization/Demobilization	\$
<b>2- STRUCTURAL ELEMENTS - SUPERSTRUCTURE CONNECTING THE EXISTING WHARF TO THE NEW TURNING DOLPHIN</b>		
2.1	Aluminum Walkway 1.2 m x 16 m - Supply	\$
2.2	Aluminum Walkway 1.2 m x 16 m - Installation	\$
<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable taxes		\$