



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada  
Voir dans le document/  
See herein  
NA  
Québec  
NA

**REQUEST FOR QUOTATION  
DEMANDE DE PRIX**

**Quotation 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 de prix 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 entretien Cap-aux-Meules Dragage du Havre et du Chenal de Cap-Aux-Meules	
<b>Solicitation No. - N° de l'invitation</b> EE517-230684/B	<b>Date</b> 2022-10-13
<b>Client Reference No. - N° de référence du client</b> R.082054.610	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCM-042-18361
<b>File No. - N° de dossier</b> QCM-2-45019 (042)	<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 2022-10-25</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> Fortin-Harvey, Gabriel	<b>Buyer Id - Id de l'acheteur</b> qcm042
<b>Telephone No. - N° de téléphone</b> (343)551-4944 ( )	<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 CST 1 - DFO / TC 1550 D'ESTIMAUVILLE QUEBEC Québec G1J0C7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<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>

---

**BID SOLICITATION**  
**Le Havre and Cap Aux Meules**  
**channel dredging**

**IMPORTANT NOTICE TO BIDDERS**

**TRANSMISSION OF BIDS**

Bidders **must** submit their bids electronically using the Canada Post Corporation (CPC) Connect service for the purpose of this bid solicitation. This service allows suppliers to submit bids electronically to Public Services and Procurement Canada (PSPC) bid receiving units; it allows the secure electronic transfer of large files up to Protected B level. Please refer to SI06 – *Submission of Bid* for more information.

Bids in hard copy (delivered in person or by mail or courier) or transmitted by **facsimile will not be accepted** for this bid solicitation.

**BID SECURITY**

Please refer to SI05 - *Bid Security Requirements*.

**PUBLIC OPENING**

There will no Public Opening for the purposes of this solicitation. Please refer to SI07 – *Bid Solicitation Results*.

**FUEL PRICE ADJUSTMENT**

This Invitation to Tender includes a fuel price adjustment clause. See Supplementary Conditions SC02: "Fuel price adjustment" in the hereby document.

**DREDGES AND OTHER FLOATING EQUIPMENT**

The Floating Plant Clause (FPC) and the General Instructions to Bidders GI06 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

## TABLE OF CONTENTS

<b>SPECIAL INSTRUCTIONS TO BIDDERS (SI)</b> .....	<b>3</b>
SI01 BID DOCUMENTS .....	3
SI02 ENQUIRIES DURING THE SOLICITATION PERIOD .....	3
SI03 SITE VISIT .....	3
SI04 REVISION OF BID .....	3
SI05 BID SECURITY REQUIREMENTS .....	4
SI06 SUBMISSION OF BID .....	6
SI07 BID SOLICITAION RESULTS .....	7
SI08 BASIS OF SELECTION .....	7
SI09 BID VALIDITY PERIOD .....	7
SI10 RIGHTS OF CANADA .....	7
SI11 CONSTRUCTION DOCUMENTS .....	8
SI12 BID CHALLENGE AND RECOURSE MECHANISMS .....	8
SI13 WEB SITES .....	8
SI14 CERTIFICATIONS – BID (A3015T) .....	9
SI15 QUEBEC BID DEPOSITORY SYSTEM (BUREAU DES SOUSSION DÉPOSÉES DU QUÉBEC) .....	9
<b>R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01)</b> .....	<b>11</b>
<b>CONTRACT DOCUMENTS (CD)</b> .....	<b>12</b>
<b>SUPPLEMENTARY CONDITIONS (SC)</b> .....	<b>13</b>
SC01 INSURANCE TERMS .....	13
SC06 TYPES AND AMOUNTS OF CONTRACT SECURITY .....	15
SC07 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, PLICIES AND RULES (4013) .....	15
SC08 CERTIFICATIONS - CONTRACT (A3015C) .....	15
<b>BID AND ACCEPTANCE FORM (BA)</b> .....	<b>16</b>
BA01 IDENTIFICATION .....	16
BA02 LEGAL NAME AND ADDRESS OF BIDDER .....	16
BA03 THE OFFER .....	16
BA04 BID VALIDITY PERIOD .....	16
BA05 ACCEPTANCE AND CONTRACT .....	16
BA06 CONSTRUCTION TIME .....	16
BA07 BID SECURITY .....	16
BA08 SIGNATURE .....	16
<b>APPENDIX 1 – COMBINED PRICE FORM</b> .....	<b>17</b>
<b>APPENDIX 2 – CERTIFICATE OF INSURANCE</b> .....	<b>20</b>
<b>APPENDIX 3 – INTEGRITY PROVISIONS</b> .....	<b>22</b>
<b>APPENDIX 4 – FLOATING PLANT DESCRIPTION</b> .....	<b>23</b>
<b>APPENDIX 5 – Experience of The superintendent</b> .....	<b>26</b>
<b>APPENDIX 6 – POSITIONNING SYSTEM DESCRIPTION</b> .....	<b>27</b>
<b>ANNEX 1 – BID AND ACCEPTANCE FORM FLOATING PLANT</b> .....	<b>28</b>

## 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 (2021-04-01)
  - 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>

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority at e-mail address [gabriel.fortin-harvey@tpsgc-pwgsc.gc.ca](mailto:gabriel.fortin-harvey@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 on page 1 of the Bid Solicitation. Failure to comply with this requirement may result in the bid being declared non-compliant.

### SI03 SITE VISIT

1. There will be no site visit. It's the bidders' responsibility to obtain all the information relating to the conditions that may affect the performance of the work.

### SI04 REVISION OF BID

G110 of R2710T is replaced by:

1. A bid may be revised by CPC Connect provided the revision is received at the Bid Receiving Unit designated for the receipt of bids, on or before the date and time set for the closing of the bid solicitation. The document shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter transmitted by CPC Connect submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

## **SI05 BID SECURITY REQUIREMENTS**

GI08 of R2710T is replaced by:

1. The Bidder shall submit bid security with the bid in the form of a bid bond (subparagraph 4 of GI08) or a security deposit (subparagraph 5 of GI08) in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. Bid security shall lapse or be returned as soon as practical following
  - a. the solicitation closing date, for those Bidders submitting non-compliant bids;
  - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids;
  - c. the award of contract, for those Bidders submitting the second and third ranked bids;
  - d. the receipt of contract security, for the successful Bidder; or
  - e. the cancellation of the bid solicitation, for all Bidders.
3. Notwithstanding the provisions of paragraph 2 of GI08 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.
4. Bid security in the form of a **bid bond**:
  - 4.1 A bid bond shall be in a presented on form PWGSC-TPSGC 504 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html>), duly completed, bearing the required signatures and the seal of a Government of Canada approved bonding company (see Appendix L, Recognized Surety Companies, of the Treasury Board (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#appL>)). Bonds **must** be submitted in **electronic format**.
  - 4.2 A bid bond must be submitted in an **electronic format** (Electronic Bonding (E-Bond)) and meet 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 by Canada. It must be in a single file and in PDF format.
    - 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 4.2.a.
    - e. It is not acceptable to present a bid bond with unverifiable signatures and/or seals. Failure to comply with this requirement will render the bond non-compliant and result in the rejection of the bid. A scanned copy of a bond form does not constitute an electronic bond.
5. Contract security in the form of a **security deposit**:
  - 5.1 A security deposit shall be an **original**, properly completed, signed where required and be either
    - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
    - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
  - 5.2 The security deposit must be received before the solicitation closing date and time at the following address:

**Bid Receiving**  
1550 avenue D'Estimauville  
Québec (Québec)

G1J 0C7

- 5.3 For the purposes of subparagraph 5.1.a of GI08:
- a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 5.3.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association (Payments Canada) as defined in the *Canadian Payments Act*;
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*; or
    - v. Canada Post Corporation.
- 5.4 Bonds referred to in subparagraph 5.1.b of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
- a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 5.5 As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 5.6 An irrevocable standby letter of credit referred to in paragraph 5.4 of GI08 shall
- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - b. state the face amount which may be drawn against it;
  - c. state its expiry date;
  - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICCUCP, a credit is irrevocable even if there is no indication to that effect; and
  - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## SI06 SUBMISSION OF BID

GI09 of R2710T is replaced by the following:

1. The Bid and Acceptance Form, duly completed, and the bid security must be attached to the bid sent by the bidder as per SI06.4 below. The bid must be received by the bid receiving unit on or before the date and time set for bid solicitation closing.
2. Unless otherwise specified in the Special Instructions to Bidders
  - a. the bid shall be in Canadian currency;
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
3. Timely and correct delivery of bids is the sole responsibility of the Bidder.
4. Bids may be submitted using the **Canada Post Corporation (CPC) Connect service**.
  - 4.1 Bid submission using the **CPC Connect service**:
    - 4.1.1 To submit a bid using CPC Connect service, the Bidder must:
      - a. send as early as possible, and in any case, at least six business days prior to the bid solicitation closing date and time, in order to ensure a response, an email that includes the bid solicitation number to the specified Bid Receiving Unit designated in subparagraph 4.1.9 requesting to open an CPC Connect conversation. Requests to open an CPC Connect conversation received after that time may not be answered;
    - OR**
    - b. send directly its bid only to the PWGSC Bid Receiving Unit designated in subparagraph 4.1.9, using its own licensing agreement for CPC Connect provided by Canada Post Corporation.
  - 4.1.2 CPC Connect conversation:
    - a. If the Bidder sends an email requesting CPC Connect service to the designated Bid Receiving Unit in the bid solicitation of subparagraph 4.1.9, an officer of the Bid Receiving Unit will then initiate an CPC Connect conversation. The CPC 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.
    - b. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
  - 4.1.3 The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
  - 4.1.4 It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the following address to register for the CPC Connect service: 11, Laurier Street, Gatineau, Québec, Canada, K1A 0S5.
  - 4.1.5 For bids transmitted by CPC 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:
    - a. receipt of a garbled, corrupted or incomplete bid;
    - b. availability or condition of the CPC Connect service;
    - c. incompatibility between the sending and receiving equipment;
    - d. delay in transmission or receipt of the bid;
    - e. failure of the Bidder to properly identify the bid;
    - f. illegibility of the bid;

- g. security of bid data; or
- h. inability to create an electronic conversation through the CPC Connect service.

4.1.6 The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC 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.

4.1.7 Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.

4.1.8 A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder.

4.1.9 The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC is:  
[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Important notice:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open a CPC Connect conversation, as detailed in 4.1.1 and 4.1.2.

#### **SI07 BID SOLICITAION RESULTS**

1. There will be no Public Opening for the purposes of this solicitation.
2. Following bid solicitation closing, bid results may be obtained by contacting the Contracting Authority at email address [gabriel.fortin-harvey@tpsgc-pwgsc.gc.ca](mailto:gabriel.fortin-harvey@tpsgc-pwgsc.gc.ca).

#### **SI08 BASIS OF SELECTION**

1. The responsive bid carrying the lowest price will be recommended for contract award.

#### **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. After contract award, the final version of the signed and sealed drawings, specifications and amendments will be provided to the successful contractor in an electronic format.

## **SI12 BID CHALLENGE AND RECOURSE MECHANISMS**

1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
3. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **SI13 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>

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 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, Contract Security Program  
<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>

#### **SI14 CERTIFICATIONS – BID (A3015T)**

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

#### **SI15 QUEBEC BID DEPOSITORY SYSTEM (BUREAU DES SOUMISSION DÉPOSÉES DU QUÉBEC)**

Contractors who must submit their bid to the Quebec Bid Depository System (BSDQ) must make their bid available to Public Works and Government Services Canada.

#### **SI16 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 bid requirements</b>	
<i>At the close of the solicitation period, any non-compliance with the requirements or any missing documents listed in criteria 1.1 to 1.6 will render the bid non-responsive.</i>	
<b>Mandatory Requirement/Document</b>	<b>Reference</b>
<b>1.1</b> Bidders shall complete the <u>Combined Price Table</u> .	<ul style="list-style-type: none"><li>Appendix 1 herein</li></ul>
<b>1.2</b> Bid security, in accordance with GI08 BID SECURITY REQUIREMENTS of the General Instructions to Bidders (R2710T).	<ul style="list-style-type: none"><li>Clause GI08 of General Instructions to Bidders, R2710T</li></ul>

<p><b>1.3</b> In order to comply with clause GI06, Registry and Pre-qualification of Floating Plant, of the General Instructions to bidders no R2710T:</p>	
<p><b>1.3.1</b> Submit a bid on the basis that <b>the dredges or other floating plant to be used for the work are registered in Canada.</b></p> <p>Bidders <b>shall</b> 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 4</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 4 herein</li> </ul>
<p><b>1.3.2</b> <u>Append to its bid a copy of the <b>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.</b></u></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 4, the bid will be deemed <u>non-responsive</u>.</p> <p>See Industry Canada certificate application in Annex 1.</p> <p>If the equipment is Canadian, no documentation needs to be provided for this criterion.</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</b> <u>Mandatory Specifications of the equipment</u></p> <p>Bidder shall take note that the dredging shall be executed with equipment stated in Article 2.1 from section 35 20 24 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 4</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 4 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 24 of the specifications</li> <li>• Appendix 4 herein</li> </ul>
<p><b>1.5</b> <u>Experience of the Superintendent</u></p> <p>The proposed Superintendent shall have accumulated a minimum of twelve (12) months of experience in dredging work as Superintendent performed on floating equipment since January 1<sup>st</sup>, 2009 in commercial waterways and/or commercial ports.</p> <p>In order to demonstrate that this requirement is met, the Bidder shall fill out and submit with its bid Appendix 5. Clients identified as references may be contacted. If the Bidder does not submit the requested information within the prescribed time frame, or does not meet the minimum requirements, the bid will be <u>non-responsive</u>.</p>	<ul style="list-style-type: none"> <li>• Appendix 5 to this Invitation to Tender</li> </ul>
<p><b>1.6</b> <u>Positioning system</u></p> <p>The bidder shall describe the positioning system that be used to performed the work.</p>	<ul style="list-style-type: none"> <li>• Appendix 6 to this Invitation to Tender</li> </ul>

## **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01)**

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/R2710T/23>

- 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	R2880D	(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.

## **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.

### **SC02 FLOATING EQUIPMENT REPLACEMENT DURING THE CONTRACT TERM**

Should the Contractor replace either one or the other of its floating equipment during the contract term, the Contractor shall notify the Departmental Representative for his approval an equipment replacement request at least 15 days prior to the use of the new floating equipment. The replacement floating equipment shall meet all the mandatory requirements before being brought into service.

### **SC03 FUEL PRICE ADJUSTMENT**

1. The Contract will be amended at the end of each dredging year to reflect an increase or a decrease, compared with the benchmark price, in the cost of the fuel used for the work in the Contract.
2. The fuel price adjustment will be on the volume of dredged material for which payment has been made. PWGSC will apply a factor of 14% to the unit cost per m<sup>3</sup> for the cost of fuel needed to perform the dredging work.
3. There will be no fuel price adjustment for mobilization or demobilization.

4. Price variation will be determined according to the daily average price for a week for Quebec City posted in the "Furnace Oil" category under the heading "Wholesale" on the Kent Group Web site <https://charting.kentgrouppltd.com/>. For the purposes of this contract, the benchmark price is the one published on October 6<sup>th</sup>, 2021.

5. Price adjustment formula:

a) Legend:

PA: price adjustment  
DF: price on the date work starts at the beginning of a given dredging period in compliance with Article 4 of this clause  
BEN: benchmark price in compliance with Article 4 of this clause  
UP: unit price per m<sup>3</sup> according to the item featured in the unit price table  
PV: paid volume according to the item featured in the unit price table

b) Calculation of price variation:

$$PA = (DF - BEN) / BEN \times UP \times PV \times 14\%$$

Note 1: The fuel price adjustment formula will be calculated separately for each dredging period and for each item for which a unit cost per m<sup>3</sup> is featured in the unit price table.

Note 2: PA could be positive or negative. As a result, the annual portion of the contract will be adjusted upwards or downwards as required.

6. Although the price variation is calculated for each dredging period and for items with a unit cost per m<sup>3</sup>, only one annual adjustment shall be made. It should appear on the final Request for Payment form for the dredging year and will be considered to be an amendment to the contract.

#### SC04 APPLICABILITY OF OPTIONS

1. The Contractor acknowledges that Canada has an irrevocable option that may be exercised, in whole or in part, to obtain the optional services described in Part 2 – Optional work, and to ask the Contractor to perform the said work in accordance with the conditions contained or mentioned in the said document, at the unit price specified in the unit price table (Combined Price Form);

2. Optional work is applicable at all times over the term of the contract.

3. NOTICE given to the Contractor for the applicability of option:

If Canada decides to exercise the options above indicated, the Departmental Representative shall give the Contractor a verbal notice within 24 hours of the start of the optional work, which notice will be followed within two (2) weeks by an amendment to the contract. The work of related to option shall be continuous with the initial work, and without interruption.

#### SC05 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
- e. any other supporting documentation as requested by Canada.

## **SC06 TYPES AND AMOUNTS OF CONTRACT SECURITY**

Paragraph 2. of CG9.2 of R2890D is deleted and replaced by the following:

2. A performance bond and a labour and material payment bond referred to in subparagraph 1)(a) of GC9.2 shall be in a presented on form PWGSC-TPSGC 505 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/505-eng.html>) and form PWGSC-TPSGC 506 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/506-eng.html>) respectively, duly completed, bearing the required signatures and the seal of a Government of Canada approved bonding or surety company (see Appendix L, Recognized Surety Companies, of the Treasury Board (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#appL>)).

Bonds must be submitted in **electronic format** and meet the following criteria:

- a. The submitted version must be an encrypted electronic file of an embedded digital certificate verifiable by Canada with respect to the entire and completeness of the bond form, including the content, all digital signatures and all digital seals. , from the surety company or an approved surety company verification service provider.
- b. The submitted version must be viewable, printable and storable by Canada. It must be presented in a single file and in PDF format.
- c. Verification may be conducted by Canada immediately or at any time during the life of the bonds, at Canada's discretion.
- d. The results of the verification must provide a clear, immediate and printable indication of pass or failure with respect to section 2.1.a.
- e. It is not acceptable to present bonds with unverifiable signatures and / or seals. A scanned copy of a bond form does not constitute an electronic bond.

## **SC07 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, PLICIES AND RULES (4013)**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## **SC08 CERTIFICATIONS - CONTRACT (A3015C)**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

---

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

**Le Havre and Cap Aux Meules  
channel dredging**  
EE517-230684/B

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

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

Operating Names (if any): \_\_\_\_\_

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

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

E-mail Address: \_\_\_\_\_

Industrial Security Program Organization Number: \_\_\_\_\_  
(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 within the periods defined in paragraph 4, article 1.1, part 1 of section 01 11 01 of the specifications.

### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with SI05 of this bid solicitation.

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 – COMBINED PRICE FORM

- The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 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.
- Prices in this appendix must not include applicable taxes.

### UNIT PRICE TABLE

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

- Work included in each item is as described in the referenced specification section.
- The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.
- The Price per Unit shall not include any amounts for Work that is not included in the Unit Price Table.
- All the items in the following table for which the unit of measurement is "lot" and the estimated quantity is "1" are lump-sum items and are subject to the terms and conditions that apply to a lump-sum agreement in the general conditions. These items shall not be considered unit-price items.

### PART 1 – BASIC WORK, 2022 SEASON

Article	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Price per Unit (PU)	Extended amount (EQ x PU) Excluding GST and QST
<b>1.0</b>	<b>Mobilization and demobilization - 2022</b>				
1.1	Class B materials (harbour dredging)	lot	1	\$	\$
1.2	Development of land stockpiling area, (depending on disposal method)	lot	1	\$	\$
<b>2.0</b>	<b>Dredging and disposal of Class B materials - 2022</b>				
2.1 a)	Harbour dredging -4.5 m (fishermen's wharf sector)	CMPM	3 000	\$	\$
2.1 b)	Harbour dredging -7.5 m (tanker wharf sector)	CMPM	300	\$	\$
2.1 c)	Harbour dredging -7.0 m (other sectors)	CMPM	1 000	\$	\$
2.2	Disposal – dumping at sea (PBCM-1 site) (depending on disposal method)	CMPM	4 300	\$	\$
<b>OU</b>					
2.3	Disposal – management on land (depending on disposal method)	CMPM	4 300	\$	\$
<b>TOTAL EXTENDED AMOUNT FOR BASE WORK, SEASON 2022 (TEA22)</b> Excluding GST and QST					<b>\$</b>

**PART 2 – BASIC WORK, 2023 SEASON**

Article	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Price per Unit (PU)	Extended amount (EQ x PU) Excluding GST and QST
<b>3.0</b>	<b>Mobilization and demobilization - 2023</b>				
3.1	Class B materials (harbour dredging)	lot	1	\$	\$
3.2	Development of land stockpiling area, (depending on disposal method)	lot	1	\$	\$
<b>4.0</b>	<b>Dredging and disposal of Class B materials - 2023</b>				
4.1 a)	Harbour dredging -4.5 m (fishermen's wharf sector)	CMPM	3 000	\$	\$
4.1 b)	Harbour dredging -7.5 m (tanker wharf sector)	CMPM	300	\$	\$
4.1 c)	Harbour dredging -7.0 m (other sectors)	CMPM	11 000	\$	\$
4.2	Disposal – dumping at sea (PBCM-1 site) (depending on disposal method)	CMPM	14 300	\$	\$
<b>OU</b>					
4.3	Disposal – management on land (depending on disposal method)	CMPM	14 300	\$	\$
<b>TOTAL EXTENDED AMOUNT FOR BASE WORK, SEASON 2023 (TEA23)</b> Excluding GST and QST					\$

**Part 3 – OPTIONAL WORK, SEASON 2023**

Article	Description	Unité de mesure	Quantité estimée (QE)	Prix unitaire (PU)	Prix calculé (QE X PU) Excluant la TPS et la TVQ
<b>5.0</b>	<b>Mobilization and demobilization</b>				
5.1	Class A materials	lot	1	\$	\$
<b>6.0</b>	<b>Dredging and disposal of Class A materials - 2023</b>				
6.1	Dredging (channel and harbour sector)	CMPM	1 000	\$	\$
6.2	Evacuation – Disposal at sea (harbour tidal flats)	CMPM	1 000	\$	\$
<b>TOTAL OPTIONAL AMOUNT, SEASON 2023 (TOA23)</b> Excluding GST and QST					\$

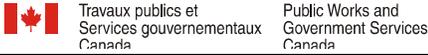
Note:

1. Payment for disposal of dredged material will be determined according to disposal method selected by the Contractor. Contractor shall indicate price either under Items 2.2 and 4.2 or Items 2.3 and 4.3.

<b>TOTAL BID AMOUNT (TEA22+TEA23+TOA23)</b> Excluding GST and QST	_____ \$
--	----------

**APPENDIX 2 – CERTIFICATE OF INSURANCE**  
 (For information only, not required at bid solicitation closing)

**CERTIFICATE OF INSURANCE**  
**Page 1 of 2**



Description and Location of Work <b>Le Havre and Cap Aux Meules channel dredging</b>	Contract No. EE517-230684-001-QCM
	Project No. R.082054.600

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  
**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 General Liability</b>				\$	\$	\$
<b>Umbrella/Excess 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.

<input type="text"/>	<input type="text"/>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
<input type="text"/>	<input type="text"/>
Signature	Date D / M / Y

**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; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

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

**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 4 – FLOATING PLANT DESCRIPTION

### Dredges and Other Floating Equipment

The Bidder declares, by the fact of filling in the following tables, that the named equipment 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 equipment 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 4 (continued)**

**SCOW (S) / SELF-PROPELLING SCOW (S)**

Name	Registration number	Capacity (m³)	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 4 (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

Téléphone : (343) 291-3647  
Courriel: [ic.marineteam.ic@canada.ca](mailto:ic.marineteam.ic@canada.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 form at Annex 1 – Bid and Acceptance Form Floating Plant.

### APPENDIX 5 – EXPERIENCE OF THE SUPERINTENDENT

Reference Item 1.5, Requirements concerning experience of Superintendent of SI13, MANDATORY BID REQUIREMENTS, of this document. If there is not enough space, the bidder should use photocopies to include all the information.

<b>Superintendent</b>		
<i>Name of proposed Superintendent:</i>		
	<b>Experience No. 1</b>	<b>Experience No. 2</b>
Dredging contract title and location		<b>Experience No. 3</b>
Contract period (month/year to month/year) (See Note 1.)		
Name of client		
Role of Superintendent in the contract		

Note 1: The total length of the period, not counting overlapping of contracts, shall not be less than 12 months.

## **APPENDIX 6 – POSITIONNING SYSTEM DESCRIPTION**

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

---

---

---

---

---

---

---

---

---

---

## **ANNEX 1 – BID AND ACCEPTANCE FORM FLOATING PLANT**



## BID AND ACCEPTANCE FORM FLOATING PLANT

### DREDGES AND OTHER FLOATING PLANT

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

Name of Dredge		Official Registry No.	
*Type of Dredge	Capacity per Hour  m3sm or m3pm	Length x Breadth  m	
Draft  m	Maximum Working Depth  m	Minimum Working Depth  m	
No. of Scows		Capacity of Each	
Tug	Official Registry No.	Length x Breadth x Draft  m	
Name of Dredge		Official Registry No.	
*Type of Dredge	Capacity Per Hour  m3sm or m3pm	Length x Breadth  m	
Draft  m	Maximum Working Depth  m	Minimum Working Depth  m	
No. of Scows		Capacity of Each	
Tug	Official Registry No.	Length x Breadth x Draft  m	

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

Dredges or other floating plant used to perform the Work on this dredging project shall be:

1) On Canadian registry; or

2) Where the *Canada – European Union Comprehensive and Economic Trade Agreement and the Canada – United Kingdom Trade Continuity Agreement* apply, on Canadian, European Union member state or United Kingdom registry, having in the latter two cases been granted a temporary licence under the *Costal Trade Act*.

A bidder with dredges or other floating plant not of Canadian, European Union member state or United Kingdom make or manufacture is required to obtain a certificate of qualification in that respect from Innovation, Science and Economic Development Canada prior to submitting a bid and a true copy of such certificate shall be included with the bid documents. A request for a certificate of qualification shall be directed to:

Director, Space and Marine Directorate  
Room: 709C, CD Howe Building  
235 Queen Street Ottawa, Ontario K1A 0H5  
Telephone: (343) 291-3647  
Email: ic.marineteam.ic@canada.ca

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



### BID AND ACCEPTANCE FORM FLOATING PLANT

#### REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

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

1. Name and Address of Owner	
2. Name and Address of Operator	
3. Name of Unit	
4. Canadian Registry No.	5. Type of Unit (dredge, tug, scow, pontoon, etc.)
6. Date of Canadian Registry	7. Date Unit Originally Built
8. Shipyard Where Unit Originally Built	
9. Record of work done to unit in Canada. For each major job show:	
Date	Shipyard
Type of Work	Cost
Country of Origin of Equipment Installed	

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

CORPORATE SEAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date