

TENDER FORM

Defence Construction (1951) Limited

CLOSING DATE/TIME: June 11, 2013 PROJECT NO: HQ0167CO

14:00 hours, local time

CLOSING LOCATION: Barrie Construction Association

200 Brock Street Barrie, Ontario L4N 2M4

TENDER REVISIONS TO: FAX NO.: (705) 726-4649

PROJECT: All Ranks Dining Facility #2 Vickers-North Kitchen

CFB Borden, Ontario

1. TENDER DOCUMENTS

1.1. Tender Form - DCL 150

- 1.2. STANDARD CONSTRUCTION CONTRACT DOCUMENTS 2012 Version Form DCL 250 (included in tender documents by reference. These documents are available on the Defence Construction Canada website at http://www.dcc-cdc.gc.ca/english/cc_procurement.html and on MERX on-line or at 1-800-964-6379).
 - 1.2.1. Instructions to Tenderers Form DCL 193 (R2012-12)
 - 1.2.2. General Conditions Form DCL 32 (R-2012-03)
 - 1.2.3. Labour Conditions at

http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/conditions.shtml

- 1.2.4. Schedules of Wages Rates for Federal Construction Contracts.

 The appropriate Schedule of Wage rates for the contract is the one for the location where the work will be performed. Please refer to:

 http://www.hrsdc.gc.ca/eng/labour/employment-standards/contracts/schedule/
- 1.2.5. Insurance Conditions Form DCL 243 (R-2012-03)
- 1.2.6. Insurers Certificate of Insurance Form DCL 232 (R-2012-03)
- 1.2.7. Request for Acceptance of Alternative Materials Form DCL 242 (R-2012-03)
- 1.2.8. Contractor Performance Evaluation Report Form (CPERF) Form DCL80 (R-02-08)
- 1.2.9. Performance Evaluations Guidelines Form DCL81 (R-07-08)
- 1.3. Defence Construction Canada Procurement Code of Conduct (R2012-12)
- 1.4. Drawings, Specifications and Addenda thereto Project No. HQ0167CO
- 1.5. Amendments, Notices, and Minutes of Meetings issued prior to Tender Closing.
- 2. We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of the site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREAFTER) do tender and offer to perform the said work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time

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and to furnish to Her Majesty the Queen in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said work for the sums stated in the price schedule of this tender form.

- 3. We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Harmonized Sales Tax (HST). HST will be paid to the contractor by Defence Construction Canada in addition to any amounts due under the contract.
- 4. It is understood and agreed that, with respect to Building Permits only, Form DCL32 General Conditions' paragraphs pertaining to Law, Permits and Taxes, inclusive, shall not apply.
- 5. We certify that Bid Security, if required, in one of the forms outlined in paragraph 5 of the Form DCL193 Instruction to Tenderers, accompanies this Tender.
- 6. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.
- 7. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds or (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.
- 8. We understand this project must be completed no later than **540 calendar days after notification of contract award.** If our Tender is accepted, we agree to start work immediately upon notification of contract award and to work vigorously and continuously to complete the project within this prescribed time.
- 9. We certify that the modifications set forth in the Amendment(s) to the tender documents are reflected in the Firm Price/Total Tender.

N.B. There is no need to return the Amendment(s) with the tender.

- 10. By signing below we certify that we are authorized to sign this tender on behalf of the Corporation, Partnership, Joint Venture or Sole Proprietorship and bind the company to it.
- 11. We certify that we have read, have complied with and will continue to comply with DCC's Procurement Code of Conduct at all times during the implementation of the work.
- 12. By submitting this tender we agree to provide, upon request from DCC, a written consent for a criminal record check for the corporation, its directors, officers and controlling shareholders. We understand that failure to do so may result in the rejection of our tender and be cause for default of the contract.
- 13. We certify that we are in possession of all the tender documents listed in this tender form.

TENDER FORM

DCL 150 (R2012-12)

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Location: CFB Borden, Ontario

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14. Prime Cost Allowance

Item	Description	Reference	Amount
(1)	(2)	(3)	(4)
A.	Prime Cost Allowance for Enbridge Gas for the required modification existing gas line which runs adjacent to the new building	Section 01 21 00, item 1.3.5.1 of the specifications	\$ 70 000.00
В.	Balance of Project, complete – all other costs not included in Item (A)	LUMP SUM	\$
	Total tender price inclusive of (A) and (B) (ex	\$	

Tenderers are to allow the above Prime Cost Allowance. This allowance will be adjusted to actual costs as certified by the DCC Representative. Any provision for profit, overhead, administration, etc., will be deemed to be included in the Lump Sum price portion of the Tender. Should the Prime Cost Allowance be exceeded, no further payment on account of profit, overhead, administration, etc., shall be made by the Crown.

If an arithmetic error is noted in the addition of the line item Amount in column (4) of the Tender Form (DCL150), the line item prices shall take precedence and the "Total Tender price" will be changed to reflect the correct sum.

15. We certify that our tender is inclusive of all obligations as required by this and the preceding pages of this tender form, without change. Our Harmonized Sales Tax Registration number is: Please indicate type of business and check one of the following (refer to Paragraph 3.1.3 of Form DCL193 - Instruction to Tenderers for additional information): Joint Venture Corporation | Partnership | Sole Proprietorship Tenderer Name (Print) Title Company Name Address: Tenderer Signature Date Duly Authorized Representative* *As per Paragraph 10 of this Tender Form Phone:: Fax: Email: