



NCR Materiel Management,
Station 9W088, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6

July 8th, 2013

Subject: Request for Quotations No. FP802-135038
Construction Requirement for LL 227 JAMES ISLAND

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "D"**. The construction services are to be performed during the period commencing upon the date of award of the contract and are to be completed by September 30th, 2013 as detailed in the Specifications and Statement of Work.

If you are interested in undertaking this project, your electronic quotation is to be sent by email to: Grace.Chau@DFO-MPO.GC.CA must clearly indicate the title of the work and **will be received up to 11:00 hours, (11:00a.m.) Pacific local time on Wednesday, July 24, 2013.**

There is NO security requirement under this contract.

You are invited to submit one (1) electronic copy of a Technical Proposal which fulfills the requirements of this Request for Quotations. The electronic copy must be completed in accordance with Annex 1–Resulting Contract Clauses. Your proposal must be clearly identified, indicating on the transmittal package the words "Bid/Proposal", Request for Quotations No. **FP802-135038** the title of the work and the name and address of your firm.

Proposals in response to this Request for Quotations shall be comprised of two (2) volumes (sections) as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY)** – one (1) electronic copy required; and
- b) **CONTENT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) electronic copy required, and clearly identifying the Bidder and the Request for Proposals No. FP802-135038.

Your proposal is required in sufficient detail to form the basis of a contractual agreement and shall address the elements enumerated below.

Volume 1: Technical Proposal (with no reference to price)

- a) **ANNEX 1 –RESULTING CONTRACT CLAUSES**
- b) **APPENDIX "A"** - Form Submission-Construction Works (P-5155E). Please signed and dated.
- c) **PROPOSAL-ANNEX2**
Your proposal must include:
 - 1. An indication of an understanding of the requirement and objectives of the project;
 - 2. A statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm, if applicable, and;

Volume 2: Financial Proposal

- 1. A breakdown of the costs tendered in Appendix B – Terms of Payment

Proposals will be evaluated in accordance with the Evaluation Criteria attached as Appendix "E".

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND SHALL BE REJECTED IN THEIR ENTIRETY.

If additional information is required, you are requested to contact Grace Chau, Senior Contracting Officer, Financial and Materials Management Operations at (613) 993-8935, by fax at (613) 991-1297 or e-mail at Grace.Chau@dfm-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR QUOTATIONS MUST BE SUBMITTED IN WRITING, **NO LATER THAN WEDNESDAY, JULY 17, 2013, 11:00 a.m. (PACIFIC TIME)** TO THE CONTRACT AUTHORITY AS SET OUT IN SECTION 23 OF ANNEX 1- RESULTING CONTRACT CLAUSES. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

The Department will not necessarily accept the lowest or any proposal submitted.

Yours Truly,

Grace Chau
Senior Contracting Officer,
Financial & Materials Management Operations

Attach.

APPENDICES

REQUEST FOR QUOTATIONS –

Construction Requirement for LL 227 JAMES ISLAND

1. Letter of Request for Quotations
2. Annex 1 Resulting Construction Contract Clauses
3. Appendix "A" Construction Tender Form –FP5155E
4. Appendix "B" Basis of Payment
5. Appendix "C" Instructions to Tenderers
6. Appendix "D" Statement of Work
7. Appendix "E" Evaluation Criteria
8. Intellectual Property Right: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text#secA.3>
9. DFO General Conditions: <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>
10. the Labour Conditions:
http://www.rhdcc.gc.ca/en/labour/employment_standards/contracts/conditions.shtml
11. Insurance Conditions: <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>
12. Contractor's List of Sub-Contractors:
http://forms-formulaires.dfo-mpo.gc.ca/forms/FP_5172.pdf?target=../forms/FP_5172.pdf
13. Schedules of Wages Rates for Federal Construction Contracts. The appropriate Schedule of Wages Rates for the Contract are the ones for the location where the work will be performed. Please refer to:
http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml
14. Acceptable Bonding Companies List available at:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?evttoo=C&id=14494§ion=text#appL>

ANNEX 1 – RESULTING CONSTRUCTION CONTRACT CLAUSES

REQUEST FOR QUOTATIONS FOR:

1. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the following services:

Construction Requirement for LL 227 JAMES ISLAND

2. CONSTRUCTION CONTRACT DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Resulting Contract Clauses will form part of the contract:

1. Annex 1 -This Resulting Construction Contract Clauses;
2. Document marked Appendix "A", attached hereto, or referenced entitled "Construction Tender Form: FP-5155E";
3. Document marked Appendix "B", attached hereto, or referenced entitled "Terms of Payment";
4. Document marked Appendix "D", attached hereto, or referenced entitled "Statement of Work";
5. General Construction Conditions, can be viewed at: <http://www.dfo-mpo.gc.ca/contract/contrat/general-generale-eng.htm>;
6. Annex 2 - Proposal.

3. SECURITY – There is no security requirement for this construction contract.

The company working under this construction contract must not be given access to any DFO sites. It does not require screening and escorting at DFO premises.

4. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

5. CONTRACT PERIOD

The Contractor hereby offers to perform the work commencing on the date of acceptance of this Offer and are to be completed by September 30th, 2013.

6. SUBMISSION – Must be completed at the time of bid closing

The Contractor submits herewith the following:

- a) **ANNEX 1 Resulting Construction Contract Clauses**
- b) **APPENDIX "A" Construction Tenderers Form: FP-5155E, completed and signed;**
- c) **APPENDIX "B" Terms of Payment, completed and signed;**
- d) **ANNEX 2 Proposals**

The Contractor, by completing this Resulting Supply Arrangement Clauses, recognises that the above noted documents form part of the Request for Proposal and that proposals which do not contain the above noted documents will be considered incomplete and will be rejected.

7. APPROPRIATE LAW

The resulting contract shall be governed by and construed in accordance with the laws in the Province of British Columbia & Yukon.

8. NO EXPRESS COLLABORATION

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

9. CONSTRUCTION CONTRACT

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this Resulting Construction Contract Clauses and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

10. RIGHTS OF THE MINISTER

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

11. CRIMINAL CODE OF CANADA

11.1 The contractor certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:

Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty.

11.2 It is a term of this contract that the contractor and any of the contractor's employees assigned to the performance of the contract are in compliance with Section 748 of the Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:

Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty, from holding public office, contracting with the government or receiving a benefit from a government contract, unless the Governor in Council has restored (in whole or in part) these capacities to the individual or the individual has received a pardon.

12. INSPECTION/ACCEPTANCE

12.1 All the work performed under this contract shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the contract, the Departmental Representative shall have the right to reject it or require its correction

13. **AUTHORITIES**

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Grace Chau
 Title: Senior Contracting Officer
 Organization: Department of Fisheries and Oceans
 Address: 200 Kent Street, Station 9W081
 Telephone: (613) 993-8935
 Facsimile: (613) 991-1297
 E-mail address: Grace.Chau@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Supply Arrangement/Contract and any changes to the Supply Arrangement/Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

(b) **Technical Authority (To be provided at time of the contract is awarded)**

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) **Contractor's Representative (To be provided at time of Contract is awarded)**

The Contractor's Representative for the contract is:

Name: _____
 Title: _____
 Organization: Department of Fisheries and Oceans Canada
 Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

14. CONDUCT OF THE WORK

14.1 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- (c) it has the necessary qualifications, including knowledge skill, know-how and experience, and the ability to use them effectively to perform the Work.

14.2 The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) except for Government Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- (d) select and employ a sufficient number of qualified people;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

14.3 The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

14.4 All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the Work or any part of the Work, it will be at no cost to Canada.

14.5 Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. 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.

14.6 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 37, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.

14.7 The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.

14.8 The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada, unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

15. CONFIDENTIALITY

15.1 The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

15.2 Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

15.3 The obligations of the Parties set out in this section do not apply to any information where the same information:

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
- (c) is developed by a Party without use of the information of the other Party.

APPENDIX "A"

CONSTRUCTION TENDER FORM

Closing Date and Time: July 24, 2013 at 11a.m. (Pacific Time)	Solicitation No: FP802-135038
Closing Location: Please send your electronic proposal at: Grace.Chau@dfo-mpo.gc.ca	
Contracting Authority Name: Grace Chau Senior Contracting Officer Phone: (613) 993-8935 Fax: (613) 991-1297	
Project Title: Construction Requirement for LL 227 JAMES ISLAND	
Project Location: Pacific Region (British Columbia)	

DFO General Conditions: <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>

The Labour Conditions: http://www.rhdcc.gc.ca/en/labour/employment_standards/contracts/conditions.shtml

Insurance Conditions: <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>

Contractor's List of Sub-Contractors:

http://forms-formulaires.dfo-mpo.gc.ca/forms/FP_5172.pdf?target=../forms/FP_5172.pdf

Schedules of Wages Rates for Federal Construction Contracts. The appropriate Schedule of Wages Rates for the Contract are the ones for the location where the work will be performed. Please refer to: http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

Acceptable Bonding Companies List available at:

<http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?evttoo=C&id=14494§ion=text#appL>

1. We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of site conditions and having carefully examined the plans and specifications and all terms and covenants of the tender documents, including any amendments (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 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 amount stated in the Tendered Prices under Appendix B: Terms of Payment.

2. 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 Goods and Services Tax (GST) / the Harmonized Sales Tax (HST). GST /HST will be paid to the contractor by Fisheries and Oceans Canada in addition to any amounts due under the contract.
3. We certify that Bid Security, if required, accompanies this tender.
4. It is understood and agreed that in the event of this tender being accepted within 120 (one hundred and twenty) 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 terms of our tender, our bid security, if required by the tender, 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.
5. It is further understood and agreed that notwithstanding the forfeiture of the certified cheque or 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.
6. We understand this project must be completed by September 30, 2013. If our tender is accepted, we agree to start work immediately upon notification of contract award and once all required insurances, permits, letter of good standing and clearance from applicable authority are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within the prescribed time.
7. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Her Majesty. The evaluation shall be based on the quality or workmanship, timelessness of completion of the work, project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges for future work may be suspended.

The form Contractor Performance Evaluation Report Form (FP 5135E) at http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf will be used to record the performance.

8. We certify that we are in possession of all the tender documents listed in this tender form.
9. 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.

The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.

No bid security is required because this requirement is under \$100,000.00.

The quantities stated in the Schedule of Prices are given for the purpose of providing a basis for comparison. Payment will be made only on authorized quantities as determined in the field by the Engineer. No guarantee is given that actual quantities will conform in any way with the quantities shown. Offers and payment for the work supplied by the Contractor shall be at the unit rate prices of the schedule whether the quantities are increased or decreased. The work may be terminated or extended at the discretion of the Engineer.

Payment will be based upon the prices set out in the attached Schedule of Prices.

CONTRACTOR’S SIGNATURES

We certify that our tender is inclusive of all obligations as required by the present tender form document, without change.

Our Goods and Services Tax / Harmonized Sales Tax (GST/HST) Registration Number is :

Please indicate **type of business** and check one of the following :

Corporation _____ Partnership _____ Sole Proprietorship _____ Joint Venture _____

(Name of Contractor, typed or printed)

Address : _____

Phone : _____

Fax : _____

E-Mail : _____

By: (Signing Officer, Position)

By: (Signing Officer, Position)

This _____ day of _____ 2013.

ACCEPTANCE BY THE DEPARTMENT

The above tender is hereby accepted on behalf of Her Majesty the Queen in Right of Canada (referred to in the contract as “ Her Majesty ”) represented by the Minister of Fisheries and Oceans (referred to in the contract as the “ Minister ”):

Project Title: **Construction Requirement For LL 227 JAMES ISLAND**

Contract Date: Upon Contract Award

Contract Completion Date: **September 30th, 2013**

This Contract NO.:**FP802-135038** has been executed on behalf of the Contractor and Her Majesty by their duly authorized officers

Grace Chau
Senior Contracting Officer
Financial & Materials Management Operations

Date at Ottawa on _____ 2013

CONTRACT AMOUNT :

\$ _____ Amount of the GST or HST (extra): \$ _____

If the contract amount is different of the amount indicated at the Combined Price Schedule enclosed, please indicate hereafter the reason for the difference between the amount quoted and the contract amount

FOR DEPARTMENTAL USE

The following contract security has been provided by the Contractor:

Security deposit in the amount of \$ _____ and shall deliver the following contracts security within fourteen (14) days of the acceptance:

Performance Bond and Labour and Material Payment Bond.

APPENDIX “B”

TERMS OF PAYMENT

1. CONSTRUCTION

The Contractor will be paid in accordance with the Basis of Payment detailed in this Appendix “B” for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor’s most preferred rates.

3. GST/HST

i) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Taxes (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

ii) The estimated GST or HST to extend applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

4. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

5. TENDERED PRICES

CONSTRUCTION AND ASSOCIATED COSTS

Construction Requirement For LL 227 JAMES ISLAND

For the provision of all construction services, including all associated costs and expenses necessary to carry out the required work.

Please fill out the below Combined Price Schedule Form:

COMBINED PRICE SCHEDULE

The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Her Majesty. Her Majesty 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.

Mobilization/Demobilization	\$
Install Aluminum Platform, Galvanized Steel Ladder, Shear Plates, Anodes and Accessories at LL 227 James Island	\$
Remove and dispose of existing Creosote Wooden Pile Dolphin at LL 227 James Island	\$
TOTAL ESTIMATED AMOUNT for lump sum (LSA): Excluding GST/HST	\$

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 concerned Specifications.
b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item

Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) (GST/HST extra)	Total Estimated Amount (EQ x PU) - (GST/HST extra)
Supply Steel Pipe Piles at LL 227 James Island	Meter	43	\$	\$
Drive 324mm Diameter Steel Pile at LL 227 James Island	Each	3	\$	\$
TOTAL ESTIMATED AMOUNT for unit prices (TEA): Excluding GST/HST				\$

TOTAL BID AMOUNT

TOTAL ESTIMATED BID AMOUNT (LSA + TEA) Excluding GST/HST	\$
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6. SCHEDULE OF PAYMENT

Claims for travel, accommodation and other expenses may be submitted as costs are incurred. Where required, these must be supported by receipts. Expenses will be reimbursed at actual cost, with no allowance for overhead and/or profit, as permitted by the current National Joint Council's Travel Directive will apply: <http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng>

6.1 One lump sum payment for services rendered will be made upon completion and acceptance of the work to the satisfaction of the Departmental Representative, following receipt of a detailed invoice.

6.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

7. FORM OF INVOICE

“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

B7.1 Payments will be made provided that:

B7.1.1 the Contractor submits to the Departmental Representative an original and one (1) copy of the invoice;

B7.1.2 each invoice shows:

- (a) the Contract Reference Number and Financial Code as shown on Page 1 of the contract;
- (b) the amount of GST or HST payable as a separate amount;
- (c) the Contractor’s GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- (d) all the information listed in section B7.2; and
- (e) hold back at 10%, if applicable.

B7.1.3 each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and

B7.1.4 each invoice and supporting documentation, if applicable, are properly and accurately completed.

B7.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:

- (a) **the legal name of the Contractor**, *i.e.* the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
- (b) the status of the Contractor, *i.e.* individual, unincorporated business, or corporation;
- (c) for individuals and unincorporated businesses, the Contractor’s SIN and, if applicable, the BN;
- (d) for corporations, the BN. If there is no BN or GST/HST number, as per section B7.1.2(c), the T2 Corporation Tax number must be shown; and
- (e) the following certification signed by the Contractor or an authorized officer:

“I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”

B7.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B7.1 and B7.2 shall be returned to the Contractor for correction and re-submission.

B7.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B6.2 being used for the sole purpose of calculating interest on overdue accounts.

B8. INTEREST ON OVERDUE ACCOUNTS

B8.1 For the purposes of this clause:

- (a) **“average rate”** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (b) **“date of payment”** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (c) an amount is **“due and payable”** when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
- (d) an amount becomes **“overdue”** when it is unpaid on the first day following the day upon which it is due and payable.

B8.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

B8.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.

B8.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

9. METHOD OF PAYMENT

9.1 Payment to the Contractor shall be made upon completion of all work to the satisfaction of the Departmental Representative and upon submission of an invoice. Invoice(s) may include claims for travel expenses in accordance with the Travel Directive attached as Appendix “B-1” hereto. Claims must be accompanied by **original** receipts, vouchers or other appropriate documentation.

- 9.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 9.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 9.4 In the event that the Contract is terminated pursuant to General Construction Conditions in section 7.3 – Method of Payment.

10. INVOICE ADDRESS

Invoices are to be submitted in duplicate, quoting **Contract/File No.F0802-135038** the Contractor's GST/HST Registration Number and the Financial Coding to the following address: (to be completed upon contract award)

11. LIMITATION OF EXPENDITURE

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

12. PROVINCIAL SALES TAX

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licenses:

Prince Edward Island	OP-10000-250
Manitoba	390516-0

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of this Contract.

It should be noted that the exemption license number should be quoted for only those provinces where the goods or services are being purchased/delivered.

Quebec Sales Tax (QST)

“This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Department of Fisheries and Oceans with Crown funds, and are therefore not subject to Quebec Sales Tax.”

Signature of Contracting Authority

The Contractor is not relieved of any obligation to pay Quebec Sales Tax on taxable goods or services used or consumed in the performance of this Contract.

13. SUPPLEMENTARY CONTRACTOR INFORMATION

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

13.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

13.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

13.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

13.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

APPENDIX “C”

THE INSTRUCTIONS TO TENDERERS FOR CONSTRUCTION

1. DEFINITIONS

In the Request for Quotation

- 1.1 the terms quotation, tender and proposal may be used interchangeably.
- 1.2 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister’s successors in the office, and the Minister’s or their representatives appointed for the purpose of the Request for Quotation.
- 1.3 “Tender Closing Time” refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1 Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Quotation. The onus is on the bidder to ensure that the bid is delivered on time to the location designated in tender documents. Tenders received after Closing Time, regardless of any reason for their late arrival, will not be considered and will be returned unopened.
- 2.2 Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3 A tender return envelope has been provided. The name and address of the tenderer are to be entered in the “Submitted by” space provided on the face of the envelope.
- 2.4 A printed telecommunication from a tender quoting price will not be considered unless a tender on the prescribed documents, completed and properly executed in accordance with instruction herein together with bid security (if required) is received at the office stipulated for the receiving of tenders in the invitation to tender by tender closing time. Where a formal tender has been received as provided in the invitation to tender, amendments thereto by printed telecommunications will be considered provided such an amendment is also received by tender closing time.

3. BID COSTS

- 3.1 No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

4. TENDER OPENING

In the case of a Public Tender Project,

- 4.1 tenders are opened in public at a location specified in the Request for Quotation as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Quotation.
- 4.2 where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

In the case of an Invitation to Tender Project,

- 4.3 Bids and/or proposals will be opened as soon as possible after closing time by the responsible official and in the presence of one witness.

5. OFFICIAL TENDER FORMAT

- 5.1 Tenders must be submitted on the provided "Construction Tender Form " (FP5155), in the format provided and must be properly executed and submitted as instructed. All documents and appendix included in the tender documents must remain attached and be returned in the tender envelope provided. Tenders not submitted in the format provided will not be considered.
- 5.2 In case of errors in extension of prices, unit prices will govern.

6. AMENDMENTS TO TENDER DOCUMENTS

- 6.1 Requests for suggested amendments to the tender documents shall not be considered unless the request is received at least seven (7) days before the date set for the closing of tenders.

7. REVISION OF TENDERS

- 7.1 Tenders may be revised by letter or printed telecommunication provided that revisions are received **before** the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

8. TENDER SECURITY – Does not apply for this contract

- 8.1 **If the total amount of your tender (excluding GST or HST) is equal or more than \$100,000.00**, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements". **Otherwise, this article is not applicable and no tender security (bid bond) is required.**
- 8.2 If you use a **bid bond** as tender's security, it has to be on the form presented at the following link :

http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5132_E.pdf

- 8.3 All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 9 below.
- 8.4 If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with Article 9 below, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture of the security deposit.

9. CONTRACT SECURITY – Does not apply for this contract

- 9.1 Contract Security is required when advertised project budget is greater than \$100,000.00 or, if the advertised budget is less than \$100,000.00 when specifically called for in the Tender documents and/or the Letter for contract's award. Contract Security shall be submitted in accordance with Section CG9 of the General Conditions – Construction, that you can look at the following link : <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm#9>

10. INSURANCE

- 10.1 The successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled "Insurance Conditions".
- 10.2 Where insurance is a requirement, all tenders **must** be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

11. PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS, IF APPLICABLE.

- 11.1 If this Request for Quotation is set aside for Aboriginal suppliers, in accordance with the Procurement Strategy for Aboriginal Business, the tenderer must certify in its tender that it is an Aboriginal business or an eligible joint venture, as defined in the attached certification(s). It is **mandatory** that the requirements in the attached certification(s) be met or the tender **will not be considered**.

12. IDENTITY OR LEGAL CAPACITY OF THE BIDDER

- 12.1 In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of :
- such signing authority, and
 - the legal capacity under which it carries on business

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory (ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity

may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

13. TENDER VALIDITY PERIOD

- 13.1 Unless otherwise specified in the Request for Quotation, tenders are to remain firm and in effect for a period of hundred and twenty (120) days following the Tender Closing Time.
- 13.2 Notwithstanding Article 13.1, in the event the Minister deems it necessary to extend the hundred and twenty (120) days period for acceptance of tenders for a further hundred and twenty (120) days period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 13.3 In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial extension referred to in the Ministerial notice.

14. INCOMPLETE TENDERS

- 14.1 Incomplete or conditional tenders **will** be rejected.
- 14.2 Tenders that omit any mandatory requirements specified in the Request for Quotation **will** be rejected.
- 14.3 Tenders presented on another form than the one required **will be** rejected. Only the original signed and executed “Tender and acceptance” form will be accepted as a valid tender.
- 14.4 In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

15. REFERENCES

- 15.1 The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.
- 15.2 The Department of Fisheries and Oceans may reject any tender based on an unfavourable assessment of the :
- Ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract ;
 - Tenderer’s performance on other contracts.

16. LOWEST TENDER NOT NECESSARILY ACCEPTED

- 16.1 The lowest or any tender will not necessarily be accepted if this tender doesn't meet all the requirements requested in tender documents.
- 16.2 Except otherwise specified, it is our intent to award this contract to the tenderer that submits the lowest compliant tender ; however, the Department reserves the right neither to accept any tender nor to award a contract in response to this tender.

17. RIGHTS OF CANADA

- 17.1 Canada reserves the right to :
 - a) reject any or all bids received in response to the bid solicitation ;
 - b) enter into negotiations with Contractors on any or all aspects of their bids;
 - c) accept any bid in whole or in part without negotiations ;
 - d) cancel the bid solicitation ;
 - e) reissue the bid solicitation ;
 - f) if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the Contractors who bid to re-submit bids within a period designated by Canada ;
 - g) negotiate with the sole responsive Contractor to ensure best value to Canada both technically and financially.

18. THE CODE OF CONDUCT FOR PROCUREMENT

- 18.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited :
 - a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c.44 (4th Supplement) applies;
 - b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code du Canada, or under paragraph 80(1)d (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

- 18.2 The Bidders confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 18.3 For further information, the Bidder may refer to the following PWGSC site :
<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html>

19. COMPLIANCE WITH APPLICABLE LAWS

- 19.1 By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
- 19.2 For the purpose of validating the certification in paragraph 1 of this article, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing of other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 19.3 Failure to comply with the requirements of paragraph 2 of this article could result in disqualification of the bid.

20. CONFLICT OF INTEREST – UNFAIR ADVANTAGE

- 20.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances :
- If the bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - If the bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the bidder an unfair advantage.
- 20.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or

creating a conflict of interest. This bidder remains however subject to the criteria established above.

- 20.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

21. SPECIFIC REQUIREMENTS APPLICABLE WHEN THE NATURE OF WORKS OR THE CONSTRUCTOR'S SITUATION REQUIRES TO DO SO:

- 21.1 To be considered, you must have a valid Contractor's Licence, provided by the Régie du Bâtiment du Québec, for the requested category of works.

The Department reserves the right to verify this requirement, in the Licence Holder's Repertory of the Regie du Bâtiment du Québec, and any tender not respecting this criteria will be automatically rejected.

- 21.2 Since September 15, 2011, it is requested for contractors, by Revenu Quebec, to obtain an attestation for the conclusion of contracts with public organizations that are \$25,000.00 or more. The Department only wants to inform the contractors that this provincial requirement is under their responsibility.

NOTE : Please be advised that no license is required for the works made in a shop (manufacture).

APPENDIX “D”

STATEMENT OF WORK

TITLE: CONSTRUCTION REQUIREMENT - LL 227 JAMES ISLAND

1.1 BACKGROUND

LL 227 James Island three (3) pile dolphin has deteriorated to the point where it is in need of replacement. A contractor is required to replace the structure and install new equipment.

1.2 LOCATION

LL 227 James Island located near Sidney, BC.

1.3 SCOPE OF WORK

The scope of work is in the specification and drawing.

1.4 COMMENCEMENT AND COMPLETION

The Contractor will notify the department representative of the schedule including commencement of work within one week of contract award. The work is anticipated to be completed before September 30, 2013.

1.5 DRAWINGS

Details of the work are shown on DFO Drawing. The following is a list of the drawing and form part of the specification:

Drawing FILE NO.	TITLE
20821	LL227 James Island 3-Pile Dolphin and Aluminum Platform

The Contractor shall examine all drawings in advance of construction and shall advise the Engineer of any apparent errors, discrepancies or inconsistencies, in order that the Engineer can provide instructions clarifying the design.

The Contractor shall also advise the Engineer of any discrepancies or apparent inconsistencies between the drawings and the specifications, in order that the Engineer may clarify the intent of the Contract.

1.6 SITE INSPECTION

There will be no formal pre-award site meeting. It is up to the contractor to confirm site conditions and measurements.

1.7 OWNERSHIP INTELLECTUAL PROPERTY

All Engineering designs and drawings must retain ownership to the Crown.

DFO has determined that any Intellectual Property arising from this RFSA will remain with the Crown, invoking exception **6.4.1** & **6.5** of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text>

6.4.1 to generate knowledge and information for public dissemination;

6.5 where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.8 MEASUREMENT AND PAYMENT

The quantities stated in the Schedule of Prices are given for the purpose of providing a basis for comparison. Payment will be made only on authorized quantities as determined in the field by the Engineer. No guarantee is given that actual quantities will conform in any way with the quantities shown. Offers and payment for the work supplied by the Contractor shall be at the unit rate prices of the schedule whether the quantities are increased or decreased. The work may be terminated or extended at the discretion of the Engineer.

- .1 Payment will be based upon the prices set out in the attached Schedule of Prices.
- .2 In the case of a lump sum price, partial payment will be made based on the Fisheries and Oceans Canada representative's estimate of the work completed at time of payment.
- .3 In the case of a unit price, payment will be made on the basis of the item called up in the Schedule of Prices. Invoices must be submitted which refer to the various items in the Schedule of Prices indicating a breakdown of the time and unit price.

APPENDIX "E"

EVALUATION CRITERIA

Selection Method

Using the numbers derived in the above Criteria, the successful bidder will be selected on the basis of the assessed best value to the Crown.

The contract will be awarded to the lowest overall bid for the total estimated total price requested in the format as described in the Combined Price Schedule.