



Procurement Hub – Ottawa Office,
Station 9W084, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6

December 06, 2013

Subject: Request for Quotations No. FP802-130284
Wharf Repairs – Whitefish Point, MB

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for construction services to be carried out in accordance with the attached tendering documentation. The construction services are to be performed during the period commencing upon the date of award of the contract and all work is to be completed by March 14, 2014.

If your firm is interested in undertaking this project, you are invited to submit a proposal which fulfills the requirements of this Request for Quotations. The submission must be completed in accordance with the attached tender documentation. Your proposal must be clearly identified by indicating on the transmittal package the Request for Quotations number of **No.FP802-130284** including the name and address of your firm.

There is NO security requirement under this contract.

Submissions are accepted at either of the following locations:

Closing Location(s):

Location #1 – For electronic submissions ONLY

Please send your electronic proposal at: beverly.shawana@dfo-mpo.gc.ca

Note that all bids bonds are to be submitted in hard copy to the mailing address indicated below prior to the bid closing date.

Location #2 - For hard copy submissions and bid bonds - A tender return envelope is attached hereto to be used for either submission. The name and address of the tenderer are to be entered in the “Submitted by” space provided in the return envelope sample to the following mailing address:

Mailing Address

**Fisheries and Oceans Canada,
Procurement Hub – Ottawa Office,
Station 9W084, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6**

Submission must clearly indicate the title of the work and **will be received up to 11:00 a.m. Eastern Standard Time (Ottawa) on December 19, 2013.**

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)

PROPOSAL

Your proposal must include:

1. Forms provided in Appendix "B", "C" and Appendix "D".

Volume 2: Financial Proposal

1. A breakdown of the costs tendered in Appendix C – Price Schedule

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 Beverly Shawana, Senior Contracting Officer, Financial and Materials Management Operations at (613) 949-1490, by fax at (613) 991-1297 or e-mail at beverly.shawana@dfo-mpo.gc.ca.

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR QUOTATIONS MUST BE SUBMITTED IN WRITING, **NO LATER THAN MONDAY, December 16, 2013, 11:00 a.m. (OTTAWA TIME)** TO THE CONTRACT AUTHORITY. 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,

(Original signed by)

Beverly Shawana
Senior Contracting Officer,
Financial & Materials Management Operations

Attach.

APPENDICES

REQUEST FOR QUOTATIONS

1. Letter of Request for Quotations
2. Appendix "A" Instructions to Tenderers
3. Appendix "B" Tender Security Requirements
4. Appendix "C" Construction Tender Form –FP-5155E
5. Appendix "D" Insurance Conditions
6. Appendix "E" Descriptive Plans and Specifications

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

8. the Labour Conditions:
http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml

9. Contractor's List of Sub-Contractors:
http://forms-formulaires.dfo-mpo.gc.ca/forms/FP_5172.pdf?target=../forms/FP_5172.pdf

13. Acceptable Bonding Companies List available at:
<http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?evttoo=C&id=14494§ion=text#appl>

SAMPLE RETURN ENVELOPE

APPENDIX “A”

Instructions to Tenderers

INSTRUCTIONS TO TENDERERS 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) and attached tender documents, 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

- 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

- 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 sixty (60) days following the Tender Closing Time.
- 13.2 Notwithstanding Article 13.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day 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/tm-toe-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, and 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 “B”

Tender Security Requirements

TENDER SECURITY REQUIREMENTS (CONSTRUCTION)

If the total amount of your tender is equal or more than \$100,000.00 (excluding GST or HST), the following conditions apply:

1. TENDER SECURITY (with tender):
 - 1.1. Each tender must be accompanied by:
 - 1.1.1. A bid bond in an approved form and from a company whose bonds are acceptable to the Government of Canada, in an amount not less than 10% of the tendered amount;
 - OR
 - 1.1.2. A security deposit, in the one of the forms described in Article 2, in an amount that is equal to:
 - 1.1.2.1. not less than 10% of the tendered amount; or
 - 1.1.2.2. \$25,000. plus 5% of the amount by which the tender exceeds \$250,000., when the tendered amount exceeds \$250,000.
 - 1.2. A sample bid bond and a list of acceptable bonding companies are available at the following links:
http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5132_E.pdf
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?evttoo=C&id=14494§ion=text#appl>
 - 1.3. Her Majesty does not pay interest on tender security deposits.
 - 1.4. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security.
2. SECURITY DEPOSIT:
 - 2.1. A security deposit referred to in Article 1 shall be in the form of:
 - 2.1.1. a bill of exchange 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
 - 2.1.2. bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada, or
 - 2.1.3. a letter of credit, issued by a financial institution which is a member of the Canadian Payments Association.
 - 2.2. For the purposes of Article 2.1:
 - 2.2.1. a bill of exchange is an unconditional order in writing signed by the Contractor 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, and

- 2.2.2. if a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in Article 2.2.3.
- 2.2.3. an approved financial institution is
 - 2.2.3.1. any corporation or institution that is a member of the Canadian Payments Association,
 - 2.2.3.2. a corporation that accepts deposits that are insured by the Canadian Deposit Insurance Corporation or the Régie de l'Assurance-dépôts du Québec to the maximum permitted by law,
 - 2.2.3.3. a credit union as defined in paragraph 137(6) (b) of the *Income Tax Act*,
 - 2.2.3.4. a corporation that accepts deposits from the public, if repayment of the deposit is guaranteed by Her Majesty in right of a province, or
 - 2.2.3.5. the Canada Post Corporation.
- 2.2.4. the bonds referred to in Article 2.1.2 shall be
 - 2.2.4.1. made payable to bearer, or
 - 2.2.4.2. 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
 - 2.2.4.3. 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, and
 - 2.2.4.4. provided on the basis of their market value current at the date of the tender.
- 2.2.5. for the purposes of Article 2.1.3.
 - 2.2.5.1. a standby letter of credit (hereinafter referred to as "letter of credit") means any 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, is to make a payment to or to the order of the Crown, as the beneficiary, or is to accept and pay bills of exchange drawn by the Crown, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or 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, and
 - 2.2.5.2. an irrevocable letter of credit which is issued by a financial institution (the "Issuer") that is not a member of the Canadian Payments Association is acceptable provided it is confirmed by a financial institution (the "Confirmer") that is a member of the Canadian Payments Association and is otherwise in compliance with the requirements set out in these Tender Security Requirements, and

- 2.2.5.3. letters of credit must follow the practices of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision in force since January 1, 1994, known as ICC Publication No 500.
- 2.2.6. a standby letter of credit referred to in Article 2.1.3. shall:
 - 2.2.6.1. clearly specify that it is irrevocable or is deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 500;
 - 2.2.6.2. state the face amount which may be drawn against it;
 - 2.2.6.3. state its expiry date. The letter of credit shall remain in effect until a contract is awarded;
 - 2.2.6.4. provide for sight payment to the Receiver General for Canada by way of the financial institutions' draft against presentation of a written demand for payment signed by the authorized departmental contracting authority identified in the letter of credit by his/her office;
 - 2.2.6.5. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
 - 2.2.6.6. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 500.
- 2.2.7. a letter of credit referred to in Article 2.1.3. may be issued or confirmed in either official language and shall be on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

APPENDIX “C”

Construction Tender Form – FP-5155E

CONSTRUCTION TENDER FORM

Closing Date and Time : December 19, 2013 11:00 a.m. Eastern Standard Time EST (Ottawa)	Solicitation No. : FP802-130284 Financial Code: 48120-610-183-0630-45563
Closing Location(s) : <u>Location #1</u> – For electronic submissions ONLY Please send your electronic proposal at: beverly.shawana@dfo-mpo.gc.ca <u>Location #2</u> - For hard copy submissions <u>and bid bonds</u> Fisheries and Oceans Canada, Procurement Hub – Ottawa Office, Station 9W084, 9th Floor, 200 Kent Street, Ottawa, Ontario K1A 0E6 <u>Note that all bids bonds are to be submitted in hard copy prior to the bid closing date to the mailing address indicated above whether the bid submission is sent to Location #1 or Location #2.</u>	
Contracting Authority Name : Beverly Shawana, Senior Contracting Officer Phone : (613) 949-1490 Fax : (613) 991-1297	
Project Title : Wharf Repairs – Whitefish Point, MB	
Project Location: Whitefish Point, MB The work site described in this specification is Whitefish Point, Manitoba. See Chart of Location on Drawing C-1 attached to tender package.	

1. TENDER DOCUMENTS

- 1.1 the Instructions to Tenderers
- 1.2 the tender Security requirements (if applicable, for projects evaluated more than \$100,000.00)
- 1.3 the present Construction Tender Form – FP-5155E
- 1.4 the DFO General Conditions: <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>
- 1.5 the Labour Conditions:
http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml
- 1.6 the Insurance Conditions
- 1.7 the Contractor's Construction Equipment Statement
- 1.8 the Contractor's Construction Program
- 1.9 the Contractor's List of Sub-Contractors:
http://forms-formulaires.dfo-mpo.gc.ca/forms/FP_5172.pdf?target=../forms/FP_5172.pdf
- 1.10 the Contractor's Qualification Statement
- 1.11 the Acceptable Bonding Companies List available at:
<http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?evttoo=C&id=14494§ion=text#appL>

- 1.12 the descriptive Plans and Specifications
- 1.13 any addendum published during the Tender Call period.
2. 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 sums stated in the Combined 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 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.
 4. We certify that Bid Security, if required, accompanies this tender.
 5. It is understood and agreed that in the event of this tender being accepted within 60 (sixty) 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.
 6. 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.
 7. We understand this project must be completed by **March 14, 2014**. 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.
 8. 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.
 9. We certify that we are in possession of all the tender documents listed in this tender form.
 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.

Special tender form inserts / Additional instructions (For DFO use only)

The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.
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Bid Security is required for bids over \$100,000. Under these circumstances, the Tender and **original signed Bid Bond must be delivered to the Closing Location.**

This tender is for a Lump Sum amount and unit price(s) for all the goods and services described in the specifications and drawings. Payment will be based upon the prices set out in the attached Schedule of Prices.

For questions, comments or to obtain copies of the specifications and drawings, please contact Beverly Shawana @ (613) 949-1490 or by email at beverly.shawana@dfo-mpo.gc.ca.

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 _____ 20 _____ .

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 ”):

Per:

Contract Date:

Contract Completion Date:

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

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.

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.

LUMP SUM AMOUNT (LSA) Excluding GST / HST	\$
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UNIT PRICE TABLE

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

- a) Work included in each item is as described in the 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)
Treated Timber – Supply & install (Specification Reference – 315313)	Cubic metre	18.10	\$	\$
Treated Decking – Supply & install (Specification Reference – 315313)	Square Metre	184.00	\$	\$
			\$	\$
			\$	\$
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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Goods and Services Tax (GST) or Harmonized Sales Tax (HST):

Bidders are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, and the GST/HST shall not be included when calculating the amount of any bid security or contract security that may be required. Any amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Contractor, and shall be paid to the Contractor in addition to the amount approved by Canada for work performed under the Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

Quebec Sales Tax (QST):

The Federal Government is exempt from the Quebec Sales Tax (QST). Bidders shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Bidder should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

Contacts

The Technical Authority to be provided upon contract award.

The Senior Contracting Officer (Contracting Authority) for the purposes of the contract, or incidental to the contract, is:

**Beverly Shawana, Senior Contracting Officer
Fisheries and Oceans Canada,
Procurement Hub – Ottawa Office,
Station 9W084, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6**

Options for Payment

Canada requests that bidders complete one of the following:

() Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

In this case, the following credit card is accepted: **Mastercard**

OR

() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

N.B.: The Bidder is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

If you choose “Do not accept Acquisition Card”:

➤ Please provide hereafter your Invoicing Address if different :

Invoicing Instructions

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more than one detailed invoice, depending on circumstances, after acceptance of the works by the Departmental representative.

The invoice(s) shall be addressed to the Project Manager, at the address indicated in the final contract.

APPENDIX “D”

Insurance Conditions

INSURANCE CONDITIONS

The Contractor shall, at his own expense, provide and maintain insurance as indicated hereunder:

1. DEFINITIONS

- 1.1 « Contract » means « Tender and Acceptance »
- 1.2 « Contract Officer » means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. INDEMNIFICATION

- 2.1 The insurance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at his own discretion and expense.

3. PERIOD OF INSURANCE

- 3.1 The insurance coverage shall be in effect from the date of contract award and shall be maintained until the day of issue of the Departmental representative Final Certificate of Completion. The coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of Certificate of Substantial performance.

4. PROOF OF INSURANCE

- 4.1 Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Contract Officer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

5. NOTIFICATION

- 5.1 Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. INSURED

- 6.1 Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. PAYMENT OF DEDUCTIBLE

- 7.1 The amount of the deductible, if any, shall be borne by the Contractor.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injuries and loss or damage to the property so as to

fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The minimum acceptable amount is \$2,000,000.00. This amount could be more if required by the particular nature of the works.

8.2 The policy shall include, if applicable to the work to be done, but not necessarily be limited to the following coverages:

- All premises, property and operations necessary or incidental to the performance of this contract;
- Personal Injury;
- Bodily Injury and Property Damage on an "occurrence" basis;
- "Broad Form" Property Damage including the loss of use of property;
- Removal or weakening of support of any property, building or land whether such support is natural or otherwise;
- Elevator liability, including escalators, hoists and similar devices;
- Contingent Employer's Liability;
- Owner's and Contractor's Protective Liabilities;
- Blanket Contractual Liability;
- Completed Operations and Products Liability;
- Cross Liability – The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured, The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein or more than one Insured shall not operate to increase the limit of the Insurer's Liability.

8.3 The policy shall either included or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- Blasting
- Pile Driving and caisson work
- Underpinning
- Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor
- Demolition
- Marine risks including piers, wharves and docks
- Radioactive contamination resulting from the use of commercial isotopes.

9. THIRD PARTY LIABILITY INSURANCE FOR VEHICLES AND EQUIPMENT OWNED, LEASED, USED OR OPERATED BY THE CONTRACTOR

9.1 The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor. **The minimum acceptable amount is \$2,000,000.00**

10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)

10.1 The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00**

APPENDIX “E”

Descriptive Plans and Specifications

**** The Specifications documents along with 1 drawing attached in a separate document.**

RETURN ENVELOPE

PLEASE ENSURE THE FOLLOWING INFORMATION IS
PROVIDED ON THE FRONT OF **ENVELOPE**

- CONTACT NAME
- TELEPHONE NUMBER
- FAX NUMBER

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Wharf Repairs – Whitefish Point, MB
NUMBER - NUMÉRO FP802-130284
DATE DUE - DÉLAI December 19, 2013, 11:00 HRS (AM) EST OTTAWA

**TENDER –
SOUMISSION**

TENDER RECEPTION

**Fisheries and Oceans Canada,
Procurement Hub – Ottawa Office,
Station 9W084, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6**

