



Fisheries and Oceans
Canada

Pêches et Océans
Canada

December 8, 2014

CONTRACT SERVICES

Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB E3C 2M6

**Re: Invitation to Tender F5211-14 0388: Design, Fabrication and Installation of a 61m
Guyed VHF Tower, Cape North, Nova Scotia**

**Sealed, signed tenders will be received up to 2:00 p.m. Atlantic Time: Wednesday, January 7,
2015, for the said service in accordance with the documents enclosed.**

Bidders have the option to submit via email to the Contracting Officer processing this tender at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca or bids may be submitted and addressed as per sample below. Your bid submission must include:

One (1) signed copies of the Form of Tender;
Bid Bond – original must be mailed

Do not address the bid to any individual, it may delay the receipt of the tender submission and could be considered late and therefore non-compliant. Make sure any outside envelope (i.e. courier envelopes) are addressed as per the sample below.

The onus is on the bidder to ensure that the bid is delivered on time to the location designated

Upon acceptance the successful bidder will be required to supply:

Contract Security;
Proof of insurance;
Proof of WCB coverage;
Site specific Safety Plan.

Any tender received after the above noted time will be considered late and will be returned to the sender unopened. Tenders may be revised by email, letter or fax (506) 452-3676, provided the tender and revision(s) are both received prior to Tender Closing Time.

Canada



Non-Mandatory Site Visit: is to be held at the Contractors discretion. It is not a requirement for all persons wishing to tender on this project to visit the site but it is suggested to do so to familiarize themselves fully with the scope of work and the tendering requirements.

For further project or contract information, please contact Dave LaForge by email at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca.

Regards,



Dave LaForge

Senior Contracting Officer

Enclosures

SAMPLE ENVELOPE

Your company name and address

Fisheries and Oceans Canada
TENDER SUBMISSION

Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB
E3C 2M6

Tender **F5211-140388**
Design, Fabrication and Installation of a
61m Guyed VHF Tower, Cape North, NS

Date Due: **Wednesday, January 7, 2015**

2:00 PM Atlantic Time

CONSTRUCTION TENDER FORM

Closing Date/Time	Wednesday, January 7, 2015 @ 2pm Atlantic time	Solicitation No.	F5211-140388
Closing Location	Fisheries and Oceans Canada 301 Bishop Drive, Fredericton NB E3C 2M6		
Fax No.	506-452-3676		
Project Title	Design, Fabrication and Construction of a 61m Guyed Tower		
Project Location	Cape North, Nova Scotia		

1. TENDER DOCUMENTS

- 1.1. Construction Tender Form - FP-5155E
- 1.2. DFO Instructions to Bidders - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm>
- 1.3. DFO General Conditions - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>
- 1.4. Labour Conditions at 1.1. http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml
- 1.5. Schedules of Wages Rates for Federal Construction Contracts.
The appropriate Schedule of Wage rates for the contract are the ones for the location where the work will be performed. Please refer to: http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml
- 1.6. Insurance Conditions at <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>
- 1.7. Insurer's Certificate of Insurance - FP-5140E at http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5140_E.pdf
- 1.8. Plans and Specifications

- 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 the 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, in one of the forms outlined in GI09 of the "DFO Instruction to Bidders - Construction", accompanies this Tender.
- 5. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by, the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.

6. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.
7. We understand this project must be completed by August 15, 2015 . 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 provincial compensation authority, etc., are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within this 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 of workmanship; timeliness 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.
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.
10. We certify that we are in possession of all the tender documents listed in this tender form.
11. Special tender form inserts/additional instructions (For DFO use only)

Design and fabrication to be substantially completed by March 31, 2015

Project No. F5211-140388
Project Location Cape North, Nova Scotia



Fisheries and Oceans Canada
Pêches et Océans Canada

12. We certify that our tender is inclusive of all obligations as required by the preceding pages of this tender form, 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

_____	_____	_____
Tenderer Name (Print)	Title	Company Name
_____	_____	Address: _____
Tenderer Signature	Date	Fax: _____
Duly Authorized Representative*		Phone: _____
*As per Paragraph 10 of this Tender Form		Email: _____

IF APPLICABLE

Witness Name (Print)

Witness Signature

CORPORATE SEAL

Project No. F5211-140388

Project Location Cape North, Nova Scotia

Fisheries and Oceans Canada / Pêches et Océans Canada

13. 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.

Tenderer Name

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.

Table with 2 columns: LUMP SUM AMOUNT (LSA) Excluding GST/HST

Tenderer Name

UNIT PRICE TABLE

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

- (a) Work included in each item is as described in the referenced specification section.
(b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Table with 7 columns: Item, Specification Reference, Class of Labour, Plant or Material, Unit of Measurement, Estimated Quantity (EQ), Price per Unit (PU) (GST/HST extra), Extended Amount (EQ x PU) (GST/HST extra). Includes a total row for TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST.

TOTAL BID AMOUNT

Table with 2 columns: TOTAL BID AMOUNT (LSA + TEA) Excluding GST/HST

NOTE FROM CONTRACTING AUTHORITY
Please provide a lump sum amount and provide a cost breakdown using the attached Cost Breakdown Form

Construction Cost Breakdown

Project: F5211-140388

Construction Cost Breakdown Form

Project: F5211-140388

Title: *Design, Fabrication and Installation of a 61.0 m Guyed VHF tower for Cape North, Nova Scotia.*

Tender Submitted by: _____

Provide contract cost breakdown of work under this Tender as per the following:

<u>Item of Work</u>	<u>Sub-Contractor (if applicable)</u>	<u>Amount</u>
Tower Design:	_____	_____
Tower Fabrication:	_____	_____
Tower Installation:	_____	_____
Antenna Supply and Installation:	_____	_____
±		
	Sub Total:	_____
	H.S.T.	_____
	Total:	_____

Upon award of Contract the successful contractor **MUST** provide a complete cost breakdown of the project.

FORMER PUBLIC SERVANT

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "Former Public Servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"Pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- A. name of former public servant;
- B. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Signature

Date



Bid Bond

Bond No.: _____ Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____
as Principal, hereinafter called the Principal, and _____

as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and
firmly bound unto Her Majesty the Queen in right of Canada as Obligee, hereinafter called the Crown, in
the amount of _____ dollars (\$ _____)

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20 _____.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the _____
day of _____, 20 _____ for _____

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this Bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.



Labour and Material Payment Bond

Bond No.: _____ Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____

as Principal, hereinafter called the Principal, and _____

as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and

firmly bound unto Her Majesty in right of Canada, hereinafter called the Crown, in the amount of _____

dollars (\$ _____), lawful money of Canada, for the

payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their

heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20 _____.

WHEREAS, the Principal has entered into a Contract with the Crown, dated the _____

day of _____, 20 _____ for _____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) For the purpose of this Bond, a Claimant is defined as one having a direct contract with the Principal or any Subcontractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
- (2) For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
- (3) The Principal and Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Subcontractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this Bond, have the right to prosecute the suit to final judgement for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the Financial Administration Act to such Claimant.
- (4) For the purpose of this Bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgement hereunder subject to the terms and notification provisions of the Bond.
- (5) Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any claimant under this Bond who is not instrumental in bringing about or has not caused such change.



- (6) No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Subcontractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Subcontractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Subcontractor of the Principal;
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
 - (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.
- (7) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
- (8) The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.
- (9) The Surety shall not be liable for a greater sum than the amount specified in this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.



Performance Bond

Bond No.: _____ Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____
as Principal, hereinafter called the Principal, and _____
as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and
firmly bound unto Her Majesty the Queen in right of Canada as Obligee, hereinafter called the Crown, in
the amount of _____ dollars (\$ _____),
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20 _____.

WHEREAS, the Principal has entered into a Contract with the Crown, dated the _____
day of _____, 20 _____, for _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall
 - (a) If the work is not taken out of the Principal's hands, remedy the default of the Principal,
 - (b) if the work is taken out of the Principal's hands, and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
 - (i) it shall be between the Surety and the completing contractor, and
 - (ii) the selection of such completing contractor shall be subject to the approval of the Crown,
 - (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
 - (d) be liable for and pay all excess costs of completion of the Contract, and
 - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.
- (2) The Surety shall not be liable for a greater sum than the amount specified in this Bond.
- (3) No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.



IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

