

Project No.	F5211-190316
Project Location	Colchester, ON



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

CONSTRUCTION TENDER FORM

Closing Date/Time	Wednesday, August 14, 2019 @ 2:00 pm AT	Solicitation No.	F5211-190316
Closing Location	Attention: Kimberly Walker, Senior Contracting Officer Fisheries and Oceans Canada 301 Bishop Drive, Fredericton, NB, E3C 2M6		
Fax No.	506-452-3676 email is preferred : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Project Title	WEST BREAKWATER AND WHARF STONE PROTECTION REPAIRS		
Project Location	Colchester, ON		

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](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](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](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 October 1, 2019. 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](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)

Please NOTE the following:

- 1) The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.
2. Bid Security is required for bids over \$100,000. Under these circumstances, the Bidder shall submit bid security with the tender in the form of a bid bond or a security deposit, with original signature(s) (Fax or photocopies are NOT acceptable) prior to the bid closing date of Wednesday, August 14, 2019 at 14:00 AT.
- 3) This tender is Lump Sum Price and Unit Pricing. Payment will be based upon the price set out in the COMBINED PRICE SCHEDULE, Section 13, page 4 of 4 "LUMP SUMP AMOUNT (LSA)".
- 4) DFO will accept questions from Bidders until Wednesday, August 7, 2019 at 2:00 pm Atlantic Time. They are to be sent directly and only to the Contracting Officer listed below.  
  
Kimberly Walker by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)
- 5) Please note that this is a "NON-PUBLIC Bid Opening."

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Canada 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* *As per Paragraph 10 of this Tender Form		Phone: _____
		Email: _____

IF APPLICABLE

\_\_\_\_\_

Witness Name (Print)

\_\_\_\_\_

Witness Signature

CORPORATE SEAL

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.

LUMP SUM AMOUNT (LSA) Excluding GST/HST	
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Tenderer Name \_\_\_\_\_

<p><b>UNIT PRICE TABLE</b> The Unit Price Table designates Work to which a Unit Price Arrangement applies.</p> <p>(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.</p>						
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)
1	35 31 24	Armour Stone (3-5 tonne)	Metric Tonne	420		
2	35 31 24	Core Stone (0.25-1 tonne)	Metric Tonne	130		
3	01 35 43	Vertical Silt Curtain	each	1		
TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST						

TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA + TEA) Excluding GST/HST	
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