



**RETURN BIDS to:**  
**RETOURNER LES SOUMISSIONS à :**

**Email / Courriel**

Email at / Courriel à : [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

Bid documents and bid security received by fax will not be accepted.

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, les services, et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

|  |                                |
|--|--------------------------------|
| <b>Title / Titre</b><br>Mooring Inspection and Repairs, Port Edward Small Craft Harbour Port Edward, BC  |                                |
| <b>Solicitation No. / N° de l'invitation</b><br>30000961   | <b>Date</b><br>August 25, 2021 |
| <b>Client Reference No. / No. de référence du client(e)</b><br>30000961  |                                |
| <b>Solicitation Closes / L'invitation prend fin</b><br><b>At / à : 14 :00 ADT (Atlantic Daylight Time) HAA (Heure Avancée de l'Atlantique)</b><br><br><b>On / le : September 10, 2021</b>  |                                |
| <b>F.O.B. / F.A.B.</b><br>Destination  |                                |
| <b>Address Inquiries to : / Adresser toute demande de renseignements à :</b><br>Kimberly Walker<br><b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> |                                |
| <b>Destination of Goods, Services, and Construction / Destination des biens, services, et construction</b><br>Port Edward, BC  |                                |

**TO BE COMPLETED BY THE BIDDER** (type of print)

**A ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE** (taper ou écrire en caractères d'imprimerie)

|  |             |
|--|-------------|
| <b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>  |             |
|  |             |
| <b>Telephone No. / No. de téléphone</b>  |             |
|  |             |
| <b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b> |             |
|  |             |
| <b>Signature</b>   | <b>Date</b> |
|  |             |



## INVITATION TO TENDER

### Mooring Inspection and Repairs, Port Edward Small Craft Harbour Port Edward, BC

#### **IMPORTANT NOTICES TO BIDDERS**

**Please be advised that due to COVID-19, the Fisheries and Oceans Canada (DFO) will be accepting Bid Bonds in Digital Bid Bond Format.**

**These Digital Bid Bonds will need to be in an electronically verifiable/enforceable format. It is important to note that a scanned and uploaded copy of a paper Bid Bond is not a Digital Bid Bond.**

**All bid bonds must be irrevocable and open for bid acceptance for the time period outlined in the Bid Document.**

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) are to be replaced with Fisheries and Oceans Canada (DFO).

#### **LISTING OF SUBCONTRACTORS**

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI13 of the Special Instructions

#### **BID SUBMITTAL**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the ITT. Emails with links to bid documents will **not** be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.



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### **GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS - [R2710T](#)** **(2021-04-01)**

The following GI's are included by reference and are available at the following Web Site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTRODUCTION

1. Fisheries and Oceans Canada (DFO) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation. Refer to [GI09](#) 'Submission of Bid'.
3. Point 1 of Article GI09 of [R2710T](#) (2021-04-01) is replaced by the following:
  1. The Bid and Acceptance Form, duly completed, and the bid security shall be submitted to the email address(es) designated on the Front Page "Invitation to Tender" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.

### SI02 BID DOCUMENTS

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements [R2710T](#) (2021-04-01);
  - d. Clauses & Conditions identified in "[Contract Documents](#)";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendices; and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements [R2710T](#) (2021-04-01) are incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. Bid documents and bid security must be submitted by email or mail to the address(es) and by the time indicated on the cover page. Documents received by fax will not be accepted. Bid Security must be submitted as per GI08 "Bid Security Requirements". No scanned copies or photocopies will be accepted.
4. A bid bond may be submitted in a digital format if it meets the following criteria:
  - 4.1. The version submitted by the Bidder must be verifiable by DFO with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 4.2. The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to DFO, and in a single file. Allowable formats include digital pdf.
  - 4.3. The verification may be conducted by DFO immediately or at any time during the life of the bond and at the discretion of DFO with no requirement for passwords or fees.
  - 4.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 4.1.

Bonds failing the verification process will NOT be considered to be valid.

Bonds passing the verification process will be treated as original and authentic.

### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD



1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 - Approval of alternative materials of [R2710T](#) (2021-04-01), General Instructions - Construction Services - Bid Security Requirements, enquiries should be received no later than 7 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-compliant.

#### SI04 NO SITE VISIT

No site visit is required for this project. The site will be accessible to bidders to visit on their own schedule. No visit is organized by DFO.

#### SI05 REVISION OF BID

1. Article GI10 of [R2710T](#) (2021-04-01) is replaced by the following;
2. A bid submitted in accordance with these instructions may be revised by letter provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be attached to an email as a new PDF document with the following information clearly indicated:
  - a. **REVISED "BID AND ACCEPTANCE FORM" DATED \_\_\_\_\_** *(insert date of original bid submitted to DFO)*;
  - b. Solicitation Number;
  - c. Be on the Bidder's letterhead or bear a signature that identifies the Bidder;
  - d. For the lump sum portion of a bid, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
  - e. For the Price Per Unit portion of a bid, clearly identify the change(s) in the Price(s) per Unit and the specific Item(s) to which each change applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.
3. A letter submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY" for each contemplated change.
4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

#### SI06 OPENING OF BIDS

There will be no public opening of bids.

#### SI07 BID RESULTS

Bid received will be registered on DFO "Bid Register" form and the Unofficial Bid Result will be emailed to all bidders that were listed on the Bid Register. The Bid Register will provide the following information:

- a. Name of the Bidder
- b. Date and time bid was received from the Bidder



- c. Bidder bid amount

#### **SI08 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:

- a. cancel the solicitation;
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### **SI09 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1 above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1 above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 - Rejection of Bid - of [R2710T](#) (2021-04-01).

#### **SI10 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one electronic or paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer by Canada. Additional copies, up to a maximum (2), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including cost

#### **SI11 INDUSTRIAL SECURITY REQUIREMENT / SECURITY CLEARANCE**

There is no security requirement for this project.

#### **SI12 INTEGRITY PROVISIONS BID REQUIREMENTS**

In accordance with the *Ineligibility and Suspension Policy*, section 17 requires suppliers, regardless of their status under the policy provide the following information when bidding, contracting or entering into a real property agreement. Bidders must provide the required documentation, as applicable, to be given further consideration in the procurement process:

1. All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:
  - o suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
  - o suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
  - o suppliers that are a partnership do not need to provide a list of names.



If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: [Required information to submit a bid or offer](#) for additional details. To submit required information, Bidders may use the form titled *Integrity Regime Verification*, found in Appendix 2.

2. The bidder must submit with its bid an Integrity Declaration Form only when the following is applicable.
  - a) The supplier must submit a completed [Integrity Declaration Form](#) to disclose any information pertaining to any criminal charge or conviction in the past three years of a Canadian offence listed in section 6 of the [Ineligibility and Suspension Policy](#) (the “policy”) or similar foreign offence listed in section 7 of the Policy.
  - b) The supplier must submit a completed [Integrity Declaration Form](#) if the supplier cannot provide certification to all of the [Integrity provisions](#) requirements listed below. By submitting a bid or offer in response to a bid solicitation or real property transaction, the supplier is certifying the following :
    1. It has read and understands the *Ineligibility and Suspension Policy*;
    2. It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
    3. It is aware that Canada may request additional information, certifications, and validations from the [Offeror] or a third party for purposes of making a determination of ineligibility or suspension;
    4. It has provided with its [bid/offer] a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
    5. None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first-tier subcontractors; and
    6. It is not aware of a determination of ineligibility or suspension issued by PSPC that applies to it.

The completed [Integrity Declaration Form](#) must be submitted with its bid/offer. The completed form must be placed in a sealed envelope labeled “Protected B”, and addressed to:

Integrity, Departmental Oversight Branch  
Public Services and Procurement Canada  
11 Laurier Street  
Portage Phase III Tower A 10A1 – room 105  
Gatineau QC K1A 0S5  
Canada

## SI13 LISTING OF SUBCONTRACTORS

R2710T, GI07 has been amended to the following.

### **GI07 (2015-02-25) Listing of Subcontractors**

The Bidder must submit the names of Subcontractors for the part or parts of the Work listed. See APPENDIX 3. Failure to do so will result in the disqualification of its bid.





## S114 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>

Buy and Sell

<https://buyandsell.gc.ca/for-businesses>

Canadian economic sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng)

Contractor Performance Evaluation Report (Form FP-5135)

[http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5135_E.pdf)

Bid Bond (form FP-5132)

[http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP\\_5132\\_E.pdf](http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5132_E.pdf)

Performance Bond (form FP-5134)

[http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP\\_5134\\_E.pdf](http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5134_E.pdf)

Labor and Material Payment Bond (form FP-5133)

[http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP\\_5133\\_E.pdf](http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5133_E.pdf)

Standard Acquisition Clauses and Conditions (SACC Manual)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Integrity Verification Form:

<https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>

Integrity Declaration Form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

Surety Association of Canada

<https://www.suretycanada.com/>



## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

- a. Acceptance By Fisheries and Oceans Canada (Contract) when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses:

|         |  |                        |               |
|---------|--|------------------------|---------------|
| GC1     | General Provisions – Construction services     | <a href="#">R2810D</a> | (2017-11-28); |
| GC2     | Administration of the Contract                 | <a href="#">R2820D</a> | (2016-01-28); |
| GC3     | Execution and Control of the Work              | <a href="#">R2830D</a> | (2019-11-28); |
| GC4     | Protective Measures                            | <a href="#">R2840D</a> | (2008-05-12); |
| GC5     | Terms of Payment                               | <a href="#">R2850D</a> | (2019-11-28); |
| GC6     | Delays and Changes in the Work                 | <a href="#">R2865D</a> | (2019-05-30); |
| GC7     | Default, Suspension or Termination of Contract | <a href="#">R2870D</a> | (2018-06-21); |
| GC8     | Dispute Resolution                             | <a href="#">R2880D</a> | (2019-11-28); |
| GC9     | Contract Security                              | <a href="#">R2890D</a> | (2018-06-21); |
| GC10    | Insurance                                      | <a href="#">R2900D</a> | (2008-05-12); |
| GC6.4.1 | Allowable costs for Contract Changes           | <a href="#">R2950D</a> | (2015-02-25); |

- e. Supplementary Conditions;
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) are to be replaced with Fisheries and Oceans Canada (DFO).

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

#### **1. Insurance Contracts**

- a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2. Period of Insurance**

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **3. Proof of Insurance**

- a. Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein titled Certificate of Insurance, Annex A.
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4. Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5. Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.



## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Mooring Inspection and Repairs, Port Edward Small Craft Harbour Port Edward, BC

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Legal Name: \_\_\_\_\_

Operating Name (if any): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

Email address: \_\_\_\_\_

Industrial Security Program Organisation Number (ISP ORG#): \_\_\_\_\_  
(when required)

#### Organizational Structure:

Corporate Entity  Privately Owned Corporation  Sole Proprietor  Joint Venture

### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete all Work by **October 30, 2021**. See specifications for the project milestones.

### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of [R2710T](#) (2021-04-01), General Instructions – Construction Services – Bid Security Requirements.

### BA08 ELECTRONIC PAYMENT OF INVOICES

Although electronic payment is the preferred method of payment, the Bidder is not obligated to accept payment by Electronic Payment Instruments.

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a) Acquisition Card; or



b) Direct Deposit (Domestic and International);

If you are the successful bidder on this or any other DFO requirement, you are encouraged to register with DFO for direct deposit. Contact DFO Corporate Accounting by e-mail: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca) to receive a form titled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Invoices submitted shall be paid in accordance with the General Conditions and [clause GC5, Terms of Payment](#).

**BA09 SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (*type or print*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### APPENDIX 1 - COMBINED PRICE FORM

1. The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
2. Canada 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.

|  |  |
|--|--|
| <b>LUMP SUM AMOUNT (LSA)</b><br>Excluding applicable taxes |  |
|--|--|

#### 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.

| Item   | Specification Reference | Class of Labour, Plant or Material     | Unit of Measurement | Estimated Quantity (EQ) | Price per Unit applicable taxes extra (PU) | Extended amount (EQ x PU) Applicable taxes extra |
|--|-------------------------|--|---------------------|-------------------------|--|--|
|  | 1                       | Mobilization / Demobilization          | Lump Sum            | 1                       |  |  |
|  | 2                       | Repair Hole in Pantoon                 | Day                 | 1                       |  |  |
|  | 3                       | Catamarans Cleaning and Inspection     | Day                 | 4                       |  |  |
|  | 4                       | Mooring system cleaning and inspection | Day                 | 2                       |  |  |
| Optional Item  |                         |  |                     |                         |  |  |
|  | 5                       | Day Rate                               | Day                 | 4                       |  |  |
| <b>TOTAL EXTENDED AMOUNT (TEA)</b><br>Excluding applicable taxes |                         |  |                     |                         |  |  |

|   |  |
|---|--|
| <b>TOTAL BID AMOUNT</b><br>Excluding applicable taxes |  |
|---|--|



## APPENDIX 2 – INTEGRITY REGIME VERIFICATION

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) require suppliers, regardless of their status under the Policy, to submit the following information when participating in a procurement process or real property transaction:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting officer will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

Bidders can print the [Integrity Verification form](#) and attach it as part of their bid

If bidder submitted an Integrity Declaration Form with the bid as detailed in section [SI12](#) please complete the following:

**Integrity Declaration Form was submitted with bid** \_\_\_\_\_ *(provide detail, such as email date, etc.)*



### APPENDIX 3 – LISTING OF SUBCONTRACTORS

1. In accordance with section GI07 - Listing of Subcontractors and Suppliers of [R2710T](#) (2021-04-01) - General Instructions -Construction Services – Bid Security Requirements the Bidder must provide a list of Subcontractors with their Bid.
2. The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

|    | <i>Subcontractor</i> | <i>Division</i> | <i>Sub-Trade Category</i> | <i>Estimated Value of work</i> |
|----|----------------------|-----------------|---------------------------|--------------------------------|
| 1  |                      |                 |                           |                                |
| 2  |                      |                 |                           |                                |
| 3  |                      |                 |                           |                                |
| 4  |                      |                 |                           |                                |
| 5  |                      |                 |                           |                                |
| 6  |                      |                 |                           |                                |
| 7  |                      |                 |                           |                                |
| 8  |                      |                 |                           |                                |
| 9  |                      |                 |                           |                                |
| 10 |                      |                 |                           |                                |





**APPENDIX A - CERTIFICATE OF INSURANCE**  
(Not required when submitting a bid)



**CERTIFICATE OF INSURANCE**  
Page 1 of 2

|                                  |              |
|----------------------------------|--------------|
| Description and Location of Work | Contract No. |
|                                  | Project No.  |

|                                  |                       |      |          |             |
|----------------------------------|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent | Address (No., Street) | City | Province | Postal Code |
|----------------------------------|-----------------------|------|----------|-------------|

|                              |                       |      |          |             |
|------------------------------|-----------------------|------|----------|-------------|
| Name of Insured (Contractor) | Address (No., Street) | City | Province | Postal Code |
|------------------------------|-----------------------|------|----------|-------------|

Additional Insured  
*Her Majesty the Queen in Right of Canada as represented by Fisheries and Ocean (DFO)*

| Type of Insurance<br>(Required when Checked)                        | Insurer Name<br>and Policy<br>Number | Inception<br>Date<br>D / M / Y | Expiry<br>Date<br>D / M / Y | Limits of Liability  |                          |                                |
|---|--------------------------------------|--------------------------------|-----------------------------|--|--------------------------|--------------------------------|
|   |                                      |                                |                             | Per Occurrence   | Annual General Aggregate | Completed Operations Aggregate |
| <input checked="" type="checkbox"/> Commercial General Liability    |                                      |                                |                             | \$   | \$                       | \$                             |
| <input type="checkbox"/> Umbrella/Excess Liability                  |                                      |                                |                             | \$   | \$                       | \$                             |
| <input type="checkbox"/> Builder's Risk / Installation Floater      |                                      |                                |                             | \$   |                          |                                |
| <input checked="" type="checkbox"/> Contractors Pollution Liability |                                      |                                |                             | \$   | Aggregate<br>\$          |                                |
|   |                                      |                                |                             | <input type="checkbox"/> Per Incident<br><input type="checkbox"/> Per occurrence |                          |                                |
| <input checked="" type="checkbox"/> Marine Liability                |                                      |                                |                             | \$   |                          |                                |
| <input type="checkbox"/> Aviation Liability                         |                                      |                                |                             | \$   | Aggregate<br>\$          |                                |
|   |                                      |                                |                             | <input type="checkbox"/> Per Incident<br><input type="checkbox"/> Per occurrence |                          |                                |
| <input type="checkbox"/> Insert other type of insurance as required |                                      |                                |                             | \$   |                          |                                |

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s)  
(Officer, Agent, Broker)

Signature

Telephone Number

Date D / M / Y



**CERTIFICATE OF INSURANCE**

|   |   |  |
|---|---|--|
| <p style="text-align: center;"><b>General</b></p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Fisheries and Oceans Canada (DFO) as an additional insured.</p> <p>The Policy shall be endorsed to provide the Owner with not less than thirty (30) days notice in writing in advance of a cancellation or change or amendment restricting coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided.</p> <p>Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p> | <p style="text-align: center;"><b>Commercial General Liability</b></p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p> | <p style="text-align: center;"><b>Builder's Risk / Installation Floater</b></p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p> |
| <p style="text-align: center;"><b>Contractors Pollution Liability</b></p> <p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>  | <p style="text-align: center;"><b>Marine Liability</b></p> <p>The insurance coverage must be provided by a Protection &amp; Indemnity (P&amp;I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection &amp; Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against the Government of Canada for any and all loss of or damage to the watercraft however caused.</p>  | <p style="text-align: center;"><b>Aviation Liability</b></p> <p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than <b>\$5,000,000</b> per incident or occurrence and in the aggregate.</p>  |



## ANNEX B – SPECIFICATIONS

### 1 SITE LOCATION

- .1 Port Edward Small Craft Harbour (the Site) is located at 200 Bayview Dr., Port Edward, BC V0V 1G0

### 2 DEFINITIONS

- .1 Throughout contract documents, the words “Contracting Authority”, “Project Authority/Owner”, “Harbour Authority”, “Engineer” and “Contractor” shall be defined as follows:
  - .1 Contracting Authority  
Materiel and Procurement Services - Department of Fisheries and Oceans  
301 Bishop Drive, Fredericton, NB E3C 2M6
  - .2 Project Authority/Owner  
Small Craft Harbours (SCH) - Department of Fisheries and Oceans,  
200-401 Burrard Street, Vancouver BC V6C 3S4
  - .3 Harbour Authority  
Port Edward Harbour Authority  
200 Bayview Dr., Port Edward, BC V0V 1G0
  - .4 Engineer  
The Engineer could be an employee, a consultant or a consultant’s representative of the Owner.
  - .5 Contractor  
The party accepted by the Contracting Authority with whom a formal contract is entered to complete the work of the project.

### 3 NATURE OF WORK

- .1 In general, work consists of repairing a hole in a floating steel catamaran pontoon, cleaning and inspecting the underside of two floating steel catamaran floats and mooring systems in the harbour.

### 4 MATERIALS

- .1 The Contractor shall supply all materials required to complete the contract.

### 5 SCH GENERAL CONDITIONS

- .1 Work may commence **Upon Award**; however, mobilization is subject to **minimum 1 week notice** to the Owner and Harbour Authority.
- .2 All work, including cleanup and demobilization, shall be completed by **October 30, 2021**.
- .3 The awarded Contractor shall be the Prime Contractor for the work. The crew shall include a supervisor/foreman for the coordination and safety of the crew. The crew shall be professional, self-sufficient and capable of completing work described herein.
- .4 The Contractor is expected to work around tides, understand tide cycles and how long they last and supply accurate hourly tidal elevation data while working.
- .5 The harbour is expected to be remain in operation during the work.
- .6 Co-operation with the Harbour Authority:



- .1 The Contractor shall give the Harbour Authority **minimum 1 week notice** prior to mobilization.
- .2 The Contractor shall give the Harbour Authority **minimum 48 hours' notice** for work that requires vessels to be moved.
- .3 The Contractor shall give the Harbour Authority **minimum 24 hours' notice** for work that may interrupt harbour operations including access to the floats.
- .7 Within 2 weeks of award, Contractor is to submit to the Owner a work plan, identifying planned start and end dates.
- .8 Prior to mobilization, the Contractor shall inform the Owner of planned methodology for completing the work.
- .9 The Contractor is required to provide equipment and labour to meet all National and Provincial laws and regulations for Commercial Diving.
- .10 The Contractor must provide a WCB Clearance Letter in 'Good Standing' prior to award.
- .11 The site will be accessible to bidders to visit on their own schedule. No visit will be organized by the Owner.

## 6 DFO GENERAL CONDITIONS

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

## 7 DESCRIPTION OF ITEMS

The following is a description of each item referenced to the **Schedule of Quantities and Prices**.

### Mandatory Items:

- .1 Mobilization/Demobilization – The lump sum cost to move all equipment, materials and crew on and off Port Edward Small Craft Harbour. This item includes all crew costs, any overhead costs not included in other items, disposal, handling and transporting materials around the site and site cleanup conducted on a daily basis. This item also includes the supply of 10 rolls of electrical tape and 50 3/8" wide heavy duty nylon zip ties.
- .2 Repair Hole in Pontoon – The unit cost per day includes all crew costs (including food and overnight accommodations), equipment, labour and materials. Provide 8 hours of construction diving to complete scope identified by the Engineer/Owner. The day rate also includes preparation, breaks and shutdown that are in addition to the 8 hours of dive work.

The scope of this item includes the following. Use airbags or equivalent to lift the sinking corner of the catamaran until the bung port holes are above the water surface. Drain the water out of the compromised pontoon and search for air bubbles using a diver to locate the hole in the pontoon. Repair the hole permanently by re-welding or welding a patch. Once the hole is repaired, completely remove any remaining water and re-seal the bungs. For bidding purpose, assume the hole is a 2" long hairline crack along a weld of an pontoon splice flange connection near the midpoint of the catamaran.

- .3 Catamarans Cleaning and Inspection – The unit cost per day includes all crew costs (including food and overnight accommodations), equipment, labour and materials. Provide 8 hours of inspection diving to complete scope identified by the Engineer/Owner. The day rate also includes preparation, breaks and shutdown that are in addition to the 8 hours of dive work.



The scope of this item includes the following. Clean the underside of steel catamaran <837> and steel catamaran <816>. Care shall be taken to minimize damage to paint. Collect UT steel thickness measurements every two meters along the underside of the submerged steel components (pontoons and cross members) and where excessive corrosion is observed. Thoroughly inspect the condition of pontoon splice flange welds for signs of damage/stress or insufficient weld size. Collect typical UT steel thickness measurements of flange and cross member welds. Collect UT steel thickness measurements of the mooring piles every two meters from the seabed to 2 meters above high water and where excessive corrosion is observed. Provide location numbers on a drawing(s) so that measurement locations can be identified. Provide measurements in a table with a location number next to each data point. The catamarans are approximately 51m long x 8.8m wide each. Refer to reference drawings.

- .4 Mooring System Cleaning and Inspection – The unit cost per day includes all crew costs (including food and overnight accommodations), equipment, labour and materials. Provide 8 hours of inspection diving to complete scope identified by the Engineer/Owner. The day rate also includes preparation, breaks and shutdown that are in addition to the 8 hours of dive work.

The scope of this item includes the following. Clean the mooring systems of concrete floats <835> and <836>. Care shall be taken to not damage any mooring lines (the Contractor will be responsible for replacing any mooring lines damaged from cleaning). Inspect the mooring systems **at LWL and HWL (two inspections)**. Provide inspection results to Owner prior to demobilization. Refer to reference drawings. Inspection will include the following:

- Inspect the full length of each mooring line including connections and anchors.
- Measure the typical remaining dia. of mooring chain sections every 3 meters.
- Measure the minimum remaining dia. of each mooring chain section.
- Measure the minimum remaining dia. of each shackle and anchor lug.
- If there are chain sections with less than 12mm dia. remaining, measure the length of the chain sections.
- Report any mooring line contact points and measure the distance from the float to each contact point.
- If there are mooring line contact points, determine if changing the line order will correct the issue.
- Report any rope abrasion points.
- If there are rope abrasion points, measure the cross-sectional loss (CSL) and the total length of the rope section.

**Optional Item:**

This item is included in the evaluation of the bid but may or may not be executed at the discretion of the Owner.

- .5 Day Rate – The unit cost per day includes all crew costs (including food and overnight accommodations), equipment, labour and materials. Provide 8 hours of construction diving to complete scope identified by the Engineer/Owner such as mooring system repairs. The day rate also includes preparation, breaks and shutdown that are in addition to the 8 hours of dive work.

**8 SPECIFICATIONS**

- .1 Equipment

.1 The Contractor shall be capable of tensioning mooring lines up to 5000lbs underwater.



- .2 The Contractor shall have a digital or mechanical scale calibrated and in good working condition to accurately measure the tension in a mooring line up to 5000lbs.
  - .3 The Contractor shall supply welding equipment for item 8.2.
  - .4 The Contractor shall supply UT testing equipment to measure steel thickness for item 8.3.
  - .5 The Contractor shall supply mooring system cleaning equipment for items 8.3 and 8.4.
- .2 Execution
- .1 All rope that is cut shall be wrapped in electrical tape (minimum 20 wraps) prior to cutting and the ends shall be torched (melted) if accessible above water.
  - .2 All knots shall be a clove hitch or anchor bend with a minimum of two half hitches. The remaining tail of the rope shall be secured with heavy duty zap straps.
  - .3 All shackles shall be installed bell-to-pin (not bell-to-bell), wrenched tight and 'moused' (locked) with a heavy duty nylon zip tie or SS316 cotterpin.
- .3 Disposal
- .1 All material designated to be replaced or removed will become the property of the Contractor and will be disposed of in an environmentally acceptable manner so that they neither become a menace to marine navigation nor a nuisance to the public on adjacent or any other property.
  - .2 All replaced items, cut-offs and waste material shall be disposed by the Contractor in strict accordance with provincial, local, and municipal regulations and Part 8 of the National Building Code and with the Canadian Construction Safety Code.
  - .3 Conduct clean-up and disposal operations to comply with local ordinances and antipollution laws.



## ANNEX C – DRAWINGS, PLANS, PHOTOS, OTHERS

Refer to Attachments titled:

*“PE-8”*

“Steel Pipe Catamaran Detail 1”

“26111-002”

“26111-003”