



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

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans  
Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [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> Wharf Repairs to structure 402 at Ingonish Ferry, Victoria County, NS	
<b>Solicitation No. / N° de l'invitation</b> 30002463	<b>Date</b> March 16, 2022
<b>Client Reference No. / No. de référence du client(e)</b> 30002463	
<b>Solicitation Closes / L'invitation prend fin</b>  <b>At / à :</b> 2 p.m. ADT (Atlantic Daylight Time)  <b>On / le :</b> March 31, 2022	
<b>F.O.B. / F.A.B.</b> Destination	
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Karine Plante  <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> Victoria County, NS	

**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

### Wharf Repairs to Structure 402 at Ingonish Ferry, Victoria, NS

#### **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.



## **TABLE OF CONTENTS**

### **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 No Site Visit
- SI05 Revision of Bid
- SI06 Opening of Bids
- SI07 Bid Results
- SI08 Insufficient Funding
- SI09 Bid Validity Period
- SI10 Rights of Canada
- SI11 Construction Documents
- SI12 Industrial Security Related Requirement
- SI13 Integrity Provisions Bid Requirements
- SI14 Listing of Subcontractors
- SI15 Web Sites

### **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
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest - Unfair Advantage
- GI18 Code of Conduct for Procurement – Bid

### **CONTRACT DOCUMENTS (CD)**

### **SUPPLEMENTARY CONDITIONS (SC)**

- SC02 Insurance Terms



**BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Electronic Payment of Invoices
- BA09 Signature

**LIST OF ANNEXES AND APPENDICES:**

- APPENDIX 1 – COMBINED PRICE FORM**
- APPENDIX 2 - INTEGRITY PROVISIONS**
- APPENDIX 3 - LISTING OF SUBCONTRACTORS**
  
- ANNEX A – CERTIFICATE OF INSURANCE**
- ANNEX B – SPECIFICATIONS**
- ANNEX C – DRAWINGS**



## 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 seven (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.

### 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 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

#### **SI11 CONSTRUCTION DOCUMENTS**

N/A

#### **SI12 INDUSTRIAL SECURITY REQUIREMENT / SECURITY CLEARANCE**

There is no security requirement for this project.

#### **SI13 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:
  - 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;
  - suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
  - 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

#### SI14 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.

#### SI15 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 B](#).
- 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

Wharf Repairs to Structure 402 at Ingonish Ferry, Victoria County, NS

### 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 May 6, 2022. 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.

#### 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	Price per Unit GST/HST extra	Estimated Total Price
1	Part 1	Mobilization and Demobilization	L.S.	1		
2	Part 4	Supply and Installation of Timber Sheathing	ea	124		
3	Part 4	Supply and Installation of Timber Fenders	ea	20		
4	Part 4	Supply and Installation of Timber Ladders	ea	4		
5	Part 4	Supply and Installation of 200x200 Timber Wales	ea	5		
6	Part 4	Supply and Installation of 250x250 Timber Wales	ea	5		
7	Part 3	Sitework, Demolition and Removals	L.S.	1		
					<b>TOTAL</b>	

<b>TOTAL BID AMOUNT</b> 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.

a) list the sub-contractors for specific divisions of work identified in the below chart and the estimated value of work,

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



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



**CERTIFICATE OF INSURANCE**  
Page 1 of 2

<b>Description and Location of Work</b>	<b>Contract No.</b>
	<b>Project No.</b>

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

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)*

Telephone Number

Signature

Date D / M / Y



**CERTIFICATE OF INSURANCE**  
Page 2 of 2

General	Commercial General Liability	Builder's Risk / Installation Floater
<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. 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>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>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><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><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><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**

Refer to Buy and Sell Attachment titled: *30002463 - Specifications*



## **ANNEX C – DRAWINGS**

Refer to Buy and Sell Attachment titled: *30002463 - Drawings*