



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
200 Kent Street
Ottawa, Ontario
K1A 0E6

**FOR DOCUMENTS SENT BY MAIL PLEASE
NOTIFY THE CONTRACTING AUTHORITY VIA
EMAIL DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca THAT YOU RE SUBMITTING A
DOCUMENT BY MAIL TO THE ADDRESS
IDENTIFIED ON PAGE 1 OF THE ITT
DOCUMENT.**

Name: Dina Al-Eryani
Email : DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca AND Dina.Al-Eryani@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 His Majesty the King
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 le Roi 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).

Title / Titre Botsford Harbour – Containment cell, Murray Corner, NB	
Solicitation No. / N° de l'invitation 30005099	Date November 9, 2023
Client Reference No. / No. de référence du client(e) 30005099	
Solicitation Closes / L'invitation prend fin At / à : 2:00 PM EST (Eastern Standard Time / HNE (Heure Normale de l'Est) On / le : Novembre 24, 2023	
F.O.B. / F.A.B. Destination	
Address Inquiries to : / Adresser toute demande de renseignements à : Dina Al- Eryani – Senior Contracting Officer, Agent principal des contrat Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca Cc. Email / Courriel: Dina.Al-Eryani@dfo-mpo.gc.ca	
Destination of Goods, Services, and Construction / Destination des biens, services, et construction New Brunswick	

TO BE COMPLETED BY THE BIDDER (type of print)

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

Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur	
Telephone No. / No. de téléphone	
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)	
Signature	Date



INVITATION TO TENDER

Botsford Harbour – Containment cell, Murray Corner, NB

IMPORTANT NOTICES TO BIDDERS

Please be advised that 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 [SI15](#) of the Special Instructions.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions – Bid. Refer to section [GI01](#) of the General 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.

TECHNICAL DIFFICULTIES OF BID TRANSMISSION

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR



- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

COMPLETENESS OF THE BID

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

COMPLETENESS OF THE BID CHECKLIST

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS

CONDITIONAL SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory ([Indigenous Business Directory](#)).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.



If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.



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 Office of the Procurement Ombudsman (OPO)
- SI09 Insufficient Funding
- SI10 Bid Validity Period
- SI11 Rights of Canada
- SI12 Construction Documents
- SI13 Industrial Security Related Requirement
- SI14 Integrity Provisions Bid Requirements
- SI15 Listing of Subcontractors
- SI16 Conditional Set-Aside For Indigenous Business
- SI17 Web Sites

GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS - [R2710T](#) **(2022-12-01)**

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)

- SC01 Industrial Security Related Requirements, Document Safeguarding
- 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 – STATEMENT OF WORK**
- ANNEX B – CERTIFICATE OF INSURANCE**
- ANNEX C – SPECIFICATIONS**
- ANNEX D – DRAWINGS, PLANS, PHOTOS, OTHERS**
- ANNEX E – SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION**



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](#) (2022-12-01) 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](#) (2022-12-01) 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](#) (2022-12-01), General Instructions - Construction Services - Bid Security Requirements, enquiries should be received no later than **five (5)** 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](#) (2022-12-01) 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 Office of the Procurement Ombudsman clauses (OPO)

N/A

SI09 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).

SI10 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](#) (2022-12-01).

SI11 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.



SI12 CONSTRUCTION DOCUMENTS

N/A

SI13 INDUSTRIAL SECURITY REQUIREMENT / SECURITY CLEARANCE

There is no security requirement for this project.

SI14 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

SI15 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.

SI16 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

Bidders must complete the [Annex E](#) if they are an Indigenous Company and wish to be considered for a Procurement Set-aside

SI17 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:

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

Standard Acquisition Clauses and Conditions (SACC Manual)

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

PWGSC, Security requirements for contracting with the Government of Canada

<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

PWGSC, Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-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	R2810D	(12/1/2022);
GC2 - Administration of the Contract - Construction Services	R2820D	(1/28/2016);
GC3: Execution and control of the work	R2830D	(11/28/2019);
GC4 - Protective Measures	R2840D	(5/12/2008);
GC5 - Terms of Payment	R2850D	(11/28/2019);
GC6 - Delays and Changes in the Work	R2865D	(5/30/2019);
GC7 - Default, Suspension or Termination of Contract	R2870D	(6/21/2018);
GC8 - Dispute Resolution	R2880D	(11/28/2019);
GC9 - Contract Security	R2890D	(12/1/2022);
GC10 - Insurance	R2900D	(5/12/2008);
GC6.4.1 - Allowable Costs for Contract Changes	R2950D	(2/25/2015);

- 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.

SC2 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

Botsford Harbour – Containment cell, Murray Corner, NB

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 **Thirty (30) days** after the Contract has been awarded. 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](#) (2022-12-01), 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 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.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Extended amount (EQ) Applicable taxes extra
1	01 35 43	Silt Curtain	lump sum	1	
(A) LUMP SUM AMOUNT (LSA) Excluding applicable taxes					\$ _____

AND

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	31 24 13	Containment Cell Cut & Fill.	Cubic Meter	800	\$ _____	\$ _____
2	31 24 13	Borrow.	Cubic Meter	900	\$ _____	\$ _____
3	31 37 00	Containment Cell R-5 Rip-Rap.	Tonne	550	\$ _____	\$ _____
4	31 37 00	Containment Cell R-50 Rip-Rap.	Tonne	550	\$ _____	\$ _____
5	31 32 19.01	Containment Cell G-3 Geotextile .	Square Meter	1300	\$ _____	\$ _____
6	31 32 19.01	Containment Cell G-2 Geotextile.	Square Meter	1400	\$ _____	\$ _____
7	33 41 00	Containment Cell Drainage Pipe.	Linear meters	50	\$ _____	\$ _____
8	33 41 00	200mm HDPE DR 17 Pipe.	Linear meters	6	\$ _____	\$ _____
(B)TOTAL Unit Price Items Excluding applicable taxes						\$ _____



Description	Extended amount Applicable taxes extra
TOTAL LUMP SUM AMOUNT (LSA) from (A) above Excluding applicable taxes	
TOTAL UNIT PRICE ITEMS from (B) above	
TOTAL BID PRICE FOR EVALUATION PURPOSES (A+B)	



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 [SI14](#) 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](#) (2022-12-01) - 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

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



ANNEX “A” – STATEMENT OF WORK

TITLE:

Botsford Harbour – Containment cell, Murray Corner, NB

SCOPE of Work:

The work covered under this project at Botsford public wharf located in Murray Corner, Westmorland County, New Brunswick, consists of furnishing all labour, all products (i.e.: materials, machinery, equipment and appliances), all construction materials and all services that may be necessary for the construction of a containment cell complete with drainage piping.

The work under this contract covers, but is not limited to: Cut and fill to create a level bottom for the containment cell and to build the containment cell berms. Supply and install borrow material. Supply and installation of both the R-5 and R-50 Rip Rap. Supply and installation of G-2 and G-3 Geotextile. Supply and installation of the containment cell drainage berm including the perforated HDPE piping and HDPE Cap. Supply and installation of HDPE non-perforated piping from the end of the containment cell drainage berm to the R-50 Rip Rap. The supply, installation and maintenance of a silt curtain.

Contract includes mobilization and demobilization all equipment necessary to make work progress for the entire contract, including environmental controls and all associated items in strict accordance with specifications and accompanying drawings and subject to all terms and condition of this contract.

Only items in the Unit Price Table will be measured for payment. All other work necessary to complete the Contract will be considered incidental to the project and will not be measured separately for payment.

FAMILIARIZATION WITH SITE

Before submitting a bid, it is recommended that bidders visit the site and its surroundings, at their own expense and schedule, to review and verify the form, nature and extent of the work, materials necessary for the completion of the works, the means of access to the site, severity, exposure and uncertainty of weather, soil conditions, any accommodations they may require, and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. No allowance shall be made subsequently in this connection on account of error or negligence to properly observe and determine the conditions that will apply.

Contractors, bidders, or those they invite to site are to review specification Section 01 35 29 – Health and Safety Requirements before visiting site. Take all appropriate safety measures for any visit to site, either before or after acceptance of bid.

All work under this contract must be completed within **Thirty (30) days** after the Contract has been awarded.



ANNEX "B" - 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
His Majesty the King 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"/> Commercial General Liability				\$	\$	\$
<input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input type="checkbox"/> Contractors Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per occurrence		Aggregate \$
<input type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per occurrence		Aggregate \$
<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)

Telephone Number

Signature

Date D / M / Y



CERTIFICATE OF INSURANCE
Page 2 of 2

<p style="text-align: center;">General</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 His Majesty the king 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;">Commercial General Liability</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"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (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. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p style="text-align: center;">Builder's Risk / Installation Floater</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 not less than the sum of the contract value 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" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
<p style="text-align: center;">Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p style="text-align: center;">Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&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 & 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;">Aviation Liability</p> <p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>



ANNEX “C” – SPECIFICATIONS

Refer to Attachment titled: “Annex - C 30005099 – EN SPECS ”



ANNEX “D” – DRAWINGS, PLANS, PHOTOS, OTHERS

Refer to Attachment titled: “Annex - D 30005099 – EN DRAWINGS”



ANNEX “E” – SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION

Set-aside for Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - I. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - II. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - III. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:

The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Owner/ Employee Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

1. I am an owner of _____ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date