

RETURN BIDS to:

RETOURNER LES SOUMISSIONS à :

DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca

c.c. to

Gloria.TsakaKipuni@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 Scraping and painting DFO lighthouse – Cote-Nord/Port-Cartier, Ile-aux Oeufs (QC)	
Solicitation No. / N° de l'invitation 30004427	Date July 21, 2023
Client Reference No. / No. de référence du client(e) 30004427	
Solicitation Closes / L'invitation prend fin At / à : 2 P.M. EDT (Eastern Daylight Time) On / le : August 4, 2023	
F.O.B. / F.A.B. Destination	
Address Inquiries to : / Adresser toute demande de renseignements à : Gloria Tsaka Kipuni Telephone No. – No. De téléphone : 343-598-4182 Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca c.c. Gloria.TsakaKipuni@dfo-mpo.gc.ca	
Destination of Goods, Services, and Construction / Destination des biens, services, et construction Cote-Nord/Port-Cartier, Ile-aux Oeufs (QC)	

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

Scraping and painting DFO lighthouse – Cote-Nord/Port-Cartier, Ile-aux Oeufs (QC)

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 SI13 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.



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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
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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](#) (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](#) (2022-12-01);
 - 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 **7 (seven)** 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)

1) Dispute Resolution (i.e. “mediation”) clause, to be inserted in *federal contracts*:

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

2) Review of Complaint clause re: contract “award”, to be inserted in *solicitation documents* and in *regret letters* to unsuccessful bidders:

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

3) Review of complaint clause re: contract “administration”, to be inserted in *federal contracts*:

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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

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 (1), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including cost.

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 process or 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

S115 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.

S116 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 (2022-12-01);
GC2	Administration of the Contract	R2820D (2016-01-28);
GC3	Execution and Control of the Work	R2830D (2019-11-28);
GC4	Protective Measures	R2840D (2008-05-12);
GC5	Terms of Payment	R2850D (2019-11-28);
GC6	Delays and Changes in the Work	R2865D (2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D (2018-06-21);
GC8	Dispute Resolution	R2880D (2019-11-28);
GC9	Contract Security	R2890D (2022-12-01);
GC10	Insurance	R2900D (2008-05-12);
GC6.4.1	Allowable costs for Contract Changes	R2950D (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.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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

Scraping and painting DFO lighthouse – Cote-Nord/Port-Cartier, Ile-aux Oeufs (QC)

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

Email address: _____

Industrial Security Program Organization 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 **November 1, 2023**. 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@dfo-mpo.gc.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.

Activity	Quantity	Units	Unit rate	Total
General				
Mobilization and demobilization	Firm Price			\$
Environmental measures	Firm Price			\$
Lighthouse				
Scraping and painting of the lighthouse	Firm Price			\$
Repairing of damaged concrete surfaces	5	m ²		\$
Disposal of paint scrapings	10	kg		\$
Other (optional)				
Paint debris collection inside Lighthouse (optional)	5	kg		\$
Disposal of paint chips inside lighthouse (optional)	5	kg		\$
Inspection report on corrective work required on lighthouse (optional)	Firm Price			\$
Accommodation and meal expenses if optional work is carried out	4	days		\$

TOTAL BID AMOUNT Excluding Other (optional) and applicable taxes	
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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](#) (2022-12-01) - General Instructions -Construction Services – Bid Security Requirements the Bidder must provide a list of Subcontractors with their Bid.
 - a) ask the Bidder to complete this list according to the price value of their sub-contractors who represent 20% or more of their tender value.
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>Estimated Value of work</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

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
Her Majesty the Queen in Right of Canada as represented by Fisheries and Ocean (DFO)

Type of Insurance (Required when Checked)	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 checked="" type="checkbox"/> Contractors Pollution Liability				\$	Aggregate	
				<input checked="" type="checkbox"/> Per Incident	\$	
				<input checked="" type="checkbox"/> Per occurrence	\$	

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

General	Contractors Pollution Liability
<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>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>



ANNEX B – SPECIFICATIONS

1. INTRODUCTION

1.1. SUMMARY OF SCOPE AND SERVICES

The Department of Fisheries and Oceans Canada (DFO) is asking for a quote for scraping and painting of the exterior siding and other related work on the DFO lighthouse on Egg Island.

1.2. BACKGROUND

Built in 1955, the 14-metre lighthouse stands on the north side of Egg Island, an island south of Pointe-aux-Anglais in Port-Cartier. The lighthouse consists of a reinforced concrete tower on a hexagonal plan, topped by a circular steel lantern. The entrance door and windows are recessed and surmounted by low pediments; they are also vertically aligned on the side of the tower. A circular platform, supporting the lantern at the top of the tower, protrudes around the perimeter and is encircled by a wrought-iron railing. The red band of the cornice at the top of the tower contrasts with the height and width of this otherwise all-white building.

1.3. HERITAGE VALUE

Egg Island Lighthouse is not a Federal Heritage Building recognized by the Federal Heritage Buildings Review Office.

2. MANDATE

2.1. MANDATE DESCRIPTION

The activities covered by this mandate include the equipment, materials, services, transportation and labor required to complete the following :

- Scrape off the paint on the outside of the lighthouse and seal in the remaining contamination;
- Repair of damaged concrete surfaces;
- Optional : Establish the work that needs to be done on the lighthouse, detailing the interventions with costs (e.g. replacing glass on the lighthouse dome).
- Optional: debris collection inside the lighthouse.

2.2. WORK PLANNING

Health and safety plan

Before work begins, the Contractor must submit a health and safety plan specific to the work. The Health & Safety section of this document describes the health and safety requirements for the mandate.

Licence

The contractor must obtain the necessary permits to carry out the work and hold **an RBQ licence**.

Choice of colours

The colors used should allow the lighthouses to be refurbished using colors as close as possible to those currently present on the various parts of the lighthouse. For information purposes, examples of paint marks and numbers already used to



paint other lighthouses belonging to DFO are provided in the descriptions that follow. Colours to be used according to lighthouse component:

- *White: Example of color : White « Peau de Tambour » no 6210-11 (Sico).*
- *Red: Example of color : « Vermillon » no 2002-10 (Benjamin Moore).*

Lighthouse components should be repainted to match the existing colour prior to scraping. All surfaces shall be painted with an exterior alkyd primer specially designed to optimize the adhesion of wood coatings, followed by an exterior paint for wood surfaces, soft gloss (Sico or Benjamin Moore or an equivalent in terms of type and quality). The Contractor must submit a list of the products it plans to use to the DFO project manager for approval before work begins. Under no circumstances should lead paint be used.

Construction schedule

The Contractor must submit a production bar chart or schedule showing start and finish dates for each of the tasks described in these specifications. This document should highlight important dates and show the impact of any delays on the overall work. Whenever the schedule is revised, the Contractor must provide an updated production schedule to the DFO project manager.

Communications and reports

Unless otherwise specified, all correspondence with DFO project staff and the DFO project manager must be in French. If required, all reports must be submitted digitally and in French. All communications must be completed in a timely manner and submitted to the DFO Project Manager as work progresses.

2.3. CONSTRUCTION WORK

Scraping and cleaning of the surfaces

Scrape and clean surfaces using a scraper or other technique that minimizes the risk of contaminating the environment. The use of water pressure jets is to be avoided, as it implies the management of contaminated water. The aim is not to strip the building, but mainly to scrape off flaking paint and any paint that can be removed, and to clean surfaces so that new paint adheres well. Check water content to ensure it does not exceed the manufacturer's specifications. All painted surfaces exposed to the elements must be scraped, cleaned and painted.

Buildings should be covered with a tarpaulin (or other material enabling the work area to be contained) during cleaning, which should also cover the floor, to prevent the dispersion of dust and paint residues, and the collection of paint chip residues caused by scraping and cleaning surfaces. Sites are notorious for being windy; consider this element in your planning. Unless completely protected from the rain, outdoor work shouldn't be carried out on rainy days to avoid the management of potentially contaminated water. Disposal of scrapings is payable upon presentation of proof of deposit at a site designated for this purpose, indicating the quantity (kg) disposed.

The contractor must comply with the requirements of the Environment Quality Act, among others, for the temporary storage and disposal, at an authorized site, of scrap and paint residues and chips (lead paint). A chemical analysis of residues by an accredited laboratory must be carried out by the Contractor to determine the best way to dispose the residues. The results of the analysis are to be provided to the DFO project manager as soon as possible.



Repairing of damaged concrete sections

After scraping and before preparing the surface for painting, repair any damaged concrete or structures. Inform the DFO project manager of the work to be done (area affected, location, estimated number of hours). The DFO project manager will assess the situation and confirm that the work can be carried out. Do not start work until you have obtained approval from the DFO project manager.

Painting of the exterior concrete

Allow for one coat of primer and two top coats, or until a uniform coat of paint is achieved on the structure. Painting should be done with rollers and/or brushes, depending on feasibility. The contractor must also comply with the manufacturer's instructions for product application (drying time, temperature, humidity, etc.). See plans in **Annex C- Drawings, Plans, Photos, Others** for details of areas to be painted.

The structure resting on the watch balcony is made of steel, as is the lighthouse's full-height cupola. These elements form part of the exterior surfaces to be scraped and repainted. The floor of the watch balcony is made of concrete and requires no intervention.

Additional work to be done on the lighthouse

As part of this scope of work, the Contractor will analyze the work that needs to be done on the lighthouse to make it safe. Draw up a list of the work to be carried out and the related costs for approval by the DFO project manager. No work shall be carried out by the Contractor prior to approval by the DFO project manager. DFO reserves the right to award or not to award any work listed by the Contractor.

Work inspection

A daily follow-up of the work, including photographs, must be carried out by the Contractor's project manager and submitted to DFO's project manager. The work site must be restored to its original condition and to the satisfaction of DFO's project manager prior to the Contractor's demobilization. DFO's project manager may inspect the site and the work performed. If necessary, corrective measures must be taken to achieve the satisfaction of the DFO.

Other special precautions

Work shall not be carried out during periods when weather conditions are inadequate and may affect the quality or increase the risk of environmental contamination. If necessary, dampen walls before scraping to reduce the production of paint dust.

As this site is located close to natural environments, including bird sanctuaries, several mitigation measures will be implemented to protect the environment (see Environment section).

End of work

A brief report of the work must be provided, including a list of the products used (name of products, quantity used, type and use, product number, color number, confirmation that the product is environmentally friendly, disposal slips for hazardous materials, etc.). If applicable, a list of any minor repairs completed, together with before and after photographs.

2.4. HEALTH AND SAFETY

The Contractor is responsible for its personnel and subcontractors involved in the project. The Contractor shall perform its work in accordance with all applicable federal, provincial or municipal laws, regulations, codes, guides and standards.



If necessary, safety measures will be applied to protect the public, such as signs, tape or fencing, to delimit the area during work.

Furthermore, by accepting this contract, the Contractor agrees to assume all responsibilities normally vested under the Health and Safety at Work Act respecting occupational health and safety and to act as site supervisor. Before commencing work, the Contractor shall :

- Regardless of the number of workers assigned to the site, submit a safe work plan to the DFO project manager before work begins (health and safety plan specific to the work to be carried out);
- Ensure that workers have received the necessary training and information to perform the work safely, and that all required tools and protective equipment are available, compliant with standards, laws and regulations, and in use;
- Comply at all times with the provisions of the Health and Safety at Work Act and the Safety Code for the Construction Industry;
- Advise your workers that they have the right to refuse any work that poses a danger to their health or safety;
- Delimit and barricade your work area, and control access to it.

In the event of an unforeseen incident, the Contractor must take all necessary measures, including stopping work, to protect the health and safety of workers and the public, as well as the environment, and contact the DFO project manager without delay.

As previously stated, prior to commencing field work, the Contractor must provide a health and safety plan. The health and safety plan must identify the health and safety risks applicable to this application (e.g., working at heights, scraping lead paint) and the means that will be implemented to respond safely to these risks. In addition, a list of required emergency numbers and an evacuation plan to the nearest health center must be submitted. The contractor must comply with all applicable laws and regulations.

2.5. GENERAL MEASURES AND ENVIRONMENTAL PROTECTION

The Contractor shall comply with environmental protection requirements, both with regards to natural resources (flora, vegetation and fauna) and departmental property (structures or other). In particular, the requirements of the Environment Quality Act (R.S.Q., c. Q-2), the Act Respecting the Conservation and Development of Wildlife (R.S.Q., c. C-61.1), the Forest Act (R.S.Q., c. F-4.1) and related regulations. Without limitation, the following protection measures must be respected :

Since the sites targeted by the work are located near natural environments, near water and near a bird concentration area, certain mitigation measures will have to be applied :

- Minimize the effects of noise disturbance (wildlife, migratory birds and tourists/hunters). Non-operating machinery should be turned off rather than left idling. Close generator side panels.
- Any nest found on site is protected by a buffer zone based on a protective distance appropriate to the circumstances. The contractor must notify the DFO project manager if a nest is found in the work area.
- Avoidance measures are in place until the chicks have naturally left the nest area permanently.
- Take all necessary measures in accordance with federal, provincial and municipal regulations in force on the territory covered by the work to be executed, recovery of materials for the removal of existing paint and the disposal of paint waste according to the results of the chemical analysis. These analyses must be performed by an accredited laboratory at the contractor's expense.



- In the event of a spill of hydrocarbons or any other hazardous materials, immediately recover the hydrocarbons and any contaminants accidentally released into the environment, as well as any contaminated soil, and dispose of them in accordance with current legislation. Notify the appropriate DFO project manager and authorities in accordance with the emergency plan. Immediately report the situation to Environment Canada emergency services (1-866-283-2333) and Environment Emergency of Québec (1-866-694-5454).
 - i. Place excavated contaminated soil/material between watertight covers (above and below);
 - ii. Sample soils according to the methods recommended in CEHQ's Workbook number 5;
 - iii. Subject samples to laboratory chemical analysis for C10 and C50 petroleum hydrocarbons, metals, polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOC);
 - iv. Manage contaminated soils/materials in accordance with current regulations and transfer them to an authorized site (provide transfer slips to DFO project manager).
- Materials imported to the site for construction must be free of contamination.
- Spill kits must be available and easily accessible on site (e.g. near generators, storage areas for hazardous products or machinery).
- Hazardous materials will be stored in a shelter clearly marked "Hazardous materials and other appropriate logos".
- Identify and use a temporary on-site storage site for all potentially contaminating products. This site must be located in an area that minimizes the risk of soil and water contamination. Ideally, this site should be more than 30 meters from a watercourse, on a gentle slope and free of vegetation. Portable drums and other small containers of hazardous materials must be placed in a retention tank.
- Residual hazardous materials (e.g. paint chips) must be managed in accordance with current regulations (storage, transportation and forwarding to an authorized site). Transport slips must be provided on completion of work.
- All waste must be sorted, contained, recycled where possible, and transported in a timely and approved manner to appropriate off-site disposal or recycling facilities.
- The site must be restored to the satisfaction of the DFO project manager at the end of the work.

Machinery operation and maintenance :

- The equipment used must be clean, free of soil and exotic invasive species before being transported to the site.
- Ensure at all times that equipment and machinery are in good working order and free of oil, grease and fuel leaks (including mufflers and other noise reduction systems). Regular inspections must be carried out (before and during work). Leaking equipment must be removed from the site as soon as leakage is detected.
- Shut down machinery and move it away from the watercourse as soon as it is no longer in use.
- Keep an emergency petroleum product recovery kit on hand at all times, to deal with accidental spills of petroleum products.

Waste disposal :

- It is forbidden to dump waste or volatile materials such as mineral spirits, oil or paint thinner into watercourses;
- In the event of any debris from the work being discharged into a nearby body of water, it must be immediately recovered and removed from the water.



2.6. CALENDAR

Upon award of the contract related to this Statement of Requirements, the Contractor agrees to provide deliverables according to the following milestones:

Activities/deliverables	Deadline
Start of the work	September 1, 2023
End of the work	November 1, 2023

2.7. CONTRACTOR'S LIABILITY

If damage is caused to departmental property during operations carried out by the Contractor, the Contractor is responsible for the cost of repairs.

2.8. GENERAL

Compliance with codes and standards:

The site is not subject to provincial codes, but rather to federal codes and standards. The Contractor must comply with all applicable codes, regulations and legislation. The Contractor must determine which regulations and agencies have authority over the project. The Contractor will be responsible for ensuring compliance with all workplace safety requirements.

Communication

Unless otherwise specified by DFO's project manager, the Contractor shall communicate only with DFO's project manager. The Contractor must ensure, in coordination with DFO's project manager, that the work does not affect day-to-day operations and that the safety of users is maintained.

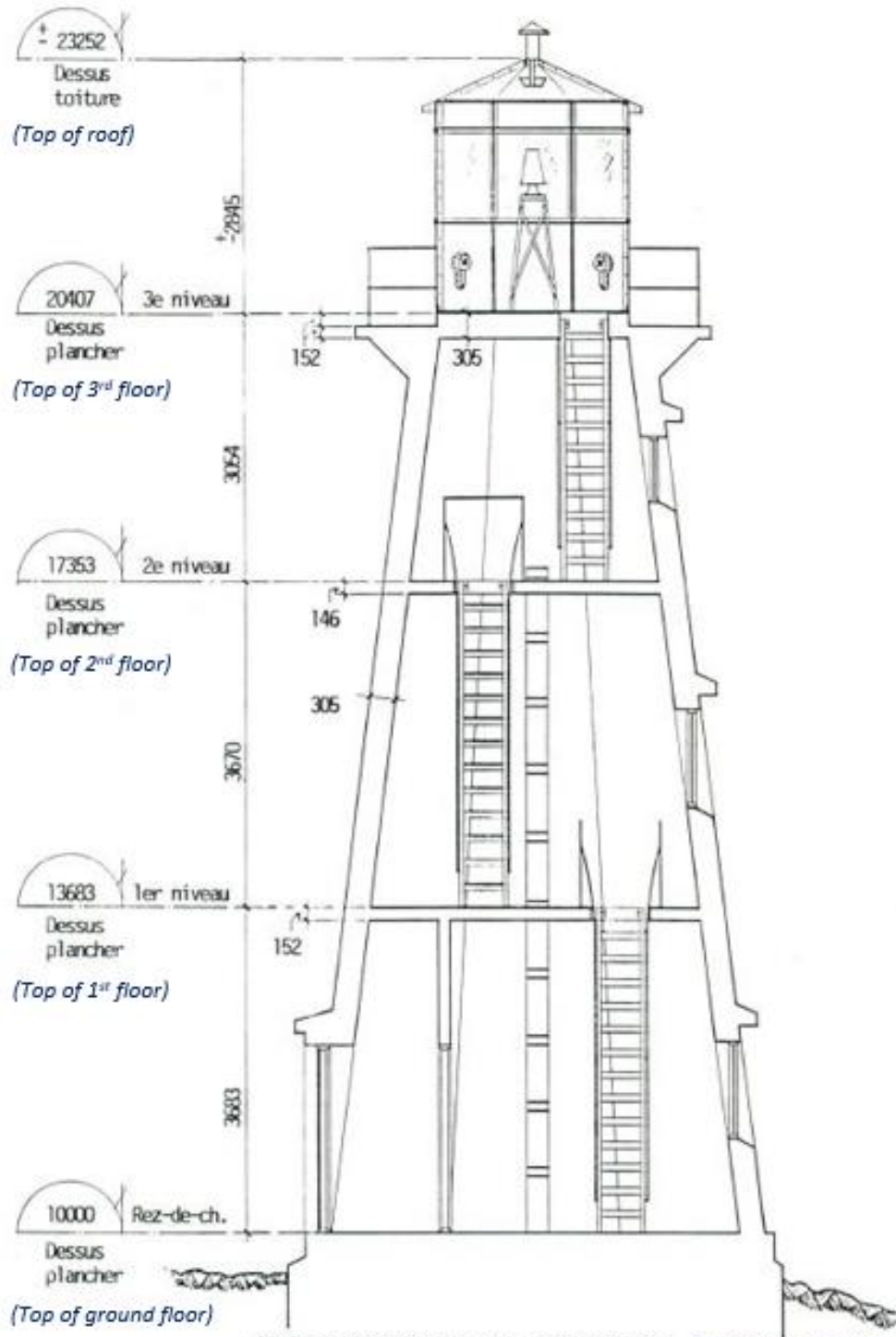
2.9. RELATIVE CONDITIONS

The Contractor accepts not to divulge or make known, without being duly authorized by DFO, any information obtained in the performance of the contract.

The Contractor accepts to take the necessary steps to ensure that each of their employees assigned to the performance of the contract certifies that any information obtained as a result of his assignment to the performance of the contract will not be disclosed or made known to any person whatsoever and that he will not use such information for his personal advantage.



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



COUPE TRANSVERSALE PAR TRANSPARENCE (Transverse section)
Echelle: Aucune (Scale: None)

PHARE DE L'ILE-AUX-OEUFs
(Egg Island Lighthouse)



Figure 1 : Lighthouse location on Egg Island



Photo 1 : Egg Island Lighthouse



Photo 2 : General site view



Photo 3 : View of the concrete balcony and steel dome



Photo 4 : Elevation view of lighthouse and windows



Photo 5 : View of front door to be scraped and repainted