



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet MiniModular Lighthouse Design-Build CONCEPTION-CONSTRUCTION DE PHARES MINIATURES MODULAIRES	
Solicitation No. - N° de l'invitation F6839-205060/A	Date 2021-05-13
Client Reference No. - N° de référence du client F6839-20-5060	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-104-6158	
File No. - N° de dossier HAL-0-84128 (104)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-06-08 Heure Avancée de l'Atlantique HAA	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Nowakowski, Leanne	Buyer Id - Id de l'acheteur hal104
Telephone No. - N° de téléphone (902) 403-7112 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: FISHERIES AND OCEANS / PECHES ET OCEANS MCI BUOY BASE MAINTENANCE & CONSTRUCTION P.O. BOX 1000 50 DISCOVERY DRIVE, LEVEL 5 DARTMOUTH NOVA SCOTIA B2Y 3Z8 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scot
B3J 1T3

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 INTRODUCTION.....	2
1.2 SUMMARY	2
1.3 DEBRIEFINGS	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 7 - RESULTING CONTRACT CLAUSES	9
7.1 STATEMENT OF WORK.....	9
7.2 STANDARD CLAUSES AND CONDITIONS.....	9
7.3 SECURITY REQUIREMENTS	9
7.4 TERM OF CONTRACT	9
7.5 AUTHORITIES	9
7.6 PAYMENT	10
7.5 INVOICING INSTRUCTIONS	12
7.6 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
7.7 APPLICABLE LAWS.....	12
7.8 PRIORITY OF DOCUMENTS	12
7.9 INSURANCE	13
7.10 DISPUTE RESOLUTION.....	13
ANNEX A - STATEMENT OF WORK	14
ANNEX B - BASIS OF PAYMENT	15
ANNEX C TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS	16

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Electronic Payment Instruments.

1.2 Summary

Canadian Coast Guard has identified the need for a new lighthouse design for use in the Atlantic provinces using the same fundamental design principles of MCI Atlantic's existing Modular Lighthouse. Work for this project consists of the Design, Fabrication, Coating, and delivery and offloading of three (3) lighthouse frames to Shearwater, NS.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Public Works and Government Services Canada / Réception des soumissions Travaux publics et Services gouvernementaux Canada

1713 Bedford Row
Halifax, N.S. / Halifax, (N.É.)
B3J 1T3

Bid Fax: (902) 496-5016

Bid Email: TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one hard copy)
Section II: Financial Bid (one hard copy)
Section III: Certifications (one hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

3.4 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Bidders must provide a copy of their welding certifications, as per article 2.3 in the Statement of Work.

- 2.3 All welding and shop practices during fabrication to be in accordance with CSA W59 (latest edition). Welding and shop to be currently certified to W47.1 latest edition, minimum division 2 or higher. Proof (copy) of certification **MUST** be submitted with the lump sum price.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

[2030 \(2020-05-28\)](#), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2022 inclusive.

6.4.2 Delivery Date

All the deliverables must be received within 18 weeks from the date of Contract Award.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Leanne Nowakowski
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Address: 1713 Bedford Row
Halifax, NS B3J 3C9

Telephone: (902) 403-7112
Facsimile: (902) 496-5016
E-mail address: Leanne.Nowakowski@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: To be announced.

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.6.2.1 SACC Manual Clauses

SACC Manual Clause H4500C (2010-01-11) Lien – Section 427 of the Bank Act

6.6.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. expenditures / description of work.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2030 \(2020-05-28\)](#), Higher Complexity – Goods;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

6.11 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A - STATEMENT OF WORK

Attached.

ANNEX B - BASIS OF PAYMENT

The Contractor will be paid a firm unit price in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded.

Description:	Quantity	Extended Price (Total Unit Price x Quantity)
<p>Mini-Modular Lighthouse Design-Build as fully detailed in Annex A, Statement of Work.</p> <p>Estimated Price Breakdown:</p> <p>Engineering: \$ _____</p> <p>Material / Fabrication: \$ _____</p> <p>Coating: \$ _____</p> <p>Delivery: \$ _____</p> <p>Total Unit Price: \$ _____</p>	<p>3</p>	<p>\$ _____</p>

ANNEX C to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

**DEPARTMENT OF
FISHERIES AND OCEANS:
CANADIAN COAST GUARD – MARITIME AND CIVIL
INFRASTRUCTURE**

**TECHNICAL SPECIFICATION FOR:
MINI-MODULAR LIGHTHOUSE DESIGN-BUILD**



“For Quotation Purposes Only”

Date: April 2021

Statement of Work

Title: Mini-Modular Lighthouse Design-Build

Background

Canadian Coast Guard has identified the need for a new lighthouse design for use in the Atlantic provinces using the same fundamental design principles of MCI Atlantic's existing Modular Lighthouse.

Description of Work

Work for this project consists of the Design, Fabrication, Coating, and delivery and offloading of three (3) lighthouse frames to:

CCG Swiss Air Hanger (Hanger J)
101 Magnificent Ave.
Shearwater, NS
B0J 3A0

The design must adhere to the various design constraints outlined in this document and is subject to approval of Departmental Representative during design and prior to fabrication. A Conceptual Drawing is provided as a basic guideline. The work under this specification shall include all materials, labour and equipment necessary to complete the design, fabrication, coating and delivery and offloading to the full extent of this Specification.

1.0 General

- 1.1 The Contractor's Agreement is with the Department Representative. All Contractor requests and inquires of any nature relating to this agreement must be directed to the Department Project Officer/Engineer:

Department of Fisheries & Oceans
Canadian Coast Guard
MCI Engineering

P.O Box 1000
Dartmouth, NS
B2Y 3Z8

- 1.2 The work to be done under this Specification shall include all labor, materials and equipment necessary to complete the design, fabrication, coating, and delivery and offloading to the full extent of the Specification and Drawings.
- 1.3 Contractor is to provide unit pricing and a detailed lump sum price for provision of the identified services before the time period identified. Contract will be awarded based on the lump sum price.
- 1.4 Lighthouses to be designed, fabricated, coated and delivered on or before 18 weeks after contract award.
- 1.5 Prior to commencement of work there will be a project “Kick-Off” meeting. The Contractors Project Manager and the Departmental Representative will be in attendance. The meeting to be held virtual through Microsoft Teams.
 - 1.5.1 Determine work schedule and minimum time for sufficient notice given before inspections.
 - 1.5.2 Contractor to present cost breakdown for approval by Departmental Representative.
- 1.6 Drawings to be provided using DFO-CCG drawing template. Template to be provided upon award.
- 1.7 Review Submittals prior to submission to Departmental Representative. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Statement of Work. Submittals not stamped, signed and dated and identified as to specific project will be returned without being examined and considered rejected.
- 1.8 Notify Departmental Representative, in writing at time of submission, identifying deviations from requirements in this Specification, and stating reasons for deviations.
- 1.9 Contractor’s responsibility for deviations in submission from requirements of this Specification is not relieved by Representative’s review of submittals.

- 1.10 The contractor, at no additional cost to the Departmental Representative, shall make any changes in their drawings/design which may be required, consistent with this Specification and shall submit revised copies for review in the aforementioned methodology.
- 1.11 The contractor shall submit for review the design and detail drawings, in PDF format, to the Departmental Representative. After successful review, one copy of each submitted drawing will be returned to the contractor either “Reviewed” or “Reviewed as Noted”. There after no change shall be made to the drawing without permission of the Departmental Representative.
- 1.12 The Professional Engineer, responsible for the design, shall seal all drawings submitted to the Departmental Representative and must be registered to practice by Professional Engineers and Geoscientists of Newfoundland and Labrador, Engineers and Geoscientists New Brunswick, Engineers PEI, and Engineers Nova Scotia.
- 1.13 Drawings, as-builts, CAD files (.dwg) and all rights and privileges associated, of the work of the contractor will, upon approval and payment, become the exclusive property of the Department, who will be free to make, reuse, or change the work of the contractor.
- 1.14 Prior to fabrication provide a list of welding personnel that will work on this project, complete with proof of valid welder certification cards.
- 1.15 All welding must have a Weld Procedure Specification (WPS) supplied by metallurgist or other certified party. WPS must be made available to the Departmental Representative when requested.
- 1.16 Mill certifications for all materials must be provided to the Departmental Representative on request.
- 1.17 Upon completion of work as per this Statement of Work, contractor to provide written notice to Departmental Representative.

2.0 Codes and Standards

- 2.1 As an overriding requirement, all dimensions must meet the latest edition of the National Building Code of Canada.

- 2.2 Contractor to include coating of fabricated sections, performed to the latest edition of SSPC specifications.
- 2.3 All welding and shop practices during fabrication to be in accordance with CSA W59.2-M1991 (latest edition). Welding and shop to be currently certified to W47.2 latest edition, minimum Division 2 or higher. Proof (copy) of certification MUST be submitted with the lump sum price.
- 2.4 Comply with the Canada Labour Code.
- 2.5 Observe and enforce construction safety measures required by:
 - 2.5.1 Latest edition of the National Building Code of Canada.
 - 2.5.2 Provincial Worker's Compensation Board.
 - 2.5.3 Municipal statutes and ordinances.
- 2.6 In the event of conflict between any provisions of the above authorities, the most stringent provision will apply. Should a dispute arise in determining the most stringent requirement the Departmental Representative will advise on the course of action to be followed.

3.0 Design Specifications

Design of the lighthouse frame to follow the following constraints:

- 3.1 Overall footprint dimensions of lighthouse to be a maximum of 3.5052m (11.5ft) by 3.5052m (11.5ft) with an overall height of 6.096m (20ft).
- 3.2 Lighthouse to consist of three (3), independently fabricated (take-down) modular sections, for the purpose of transportation. Mating of these three sections will be completed by Department staff.
- 3.3 Weight of each section should be kept to an absolute minimum while still meeting load requirements, as per relevant building codes. Each section must not exceed 816kg (1800lbs).
- 3.4 Utilize normal additional reinforcements (gussets, brackets, braces, etc.) as needed to minimize weight and maximize strength.
- 3.5 Each modular section must include engineered lifting points using a 7:1 design ratio.

- 3.6 Space Section 1 wall studs in a fashion that optimizes sheathing with 4'x8' plywood.
- 3.7 The design shall take into account the strength added from sheathing.
 - 3.7.1 Provide a minimum plywood and fastener specification with design.
- 3.8 Add nailing flanges as needed to assure sheathing can be properly attached.
- 3.9 Design to include two different Section 1 above dormer options:
 - 3.9.1 First: Integrate aluminum plate that extends from above dormer to top of section 1 for red navigational stripe coating. Plate is to be 'built out' to integrate with vinyl siding and plywood profile. Suggested detail shown in Conceptual Drawings.
 - 3.9.2 Second: Above dormer to top of section 1 is left open for sheathing and vinyl siding. Add nailing flanges to top of dormer and top of Section 1 as needed for proper sheathing attachment.
- 3.10 Any sheathing on section 1 to be wrapped in a self-adhered, water resistive vapor permeable air barrier sheet membrane.
 - 3.10.1 All plywood sheathing and air barrier membrane to be installed by others at a later date.
- 3.11 Section 2 above deck to be sheathed with plate.
- 3.12 Add drain holes as necessary.
- 3.13 Design to eliminate water entering the lighthouse from underside of deck.
 - 3.13.1 Example: Drip edge.
- 3.14 Lighthouse to maintain desired aesthetic of a heritage lighthouse and therefore should maintain a wall pitch/slope of 76.5° and a cupola roof pitch/slope of 30° .
- 3.15 Lighthouse Section 1 to feature integrated entryway frame, 'stepped-out' from wall slope to maximize internal space (see Conceptual Drawings). The bottom of the door to be flush with the external wall.
- 3.16 Modular sections to be designed to allow for Section 1 and Section 2 to be connected in any orientation.
- 3.17 Lighthouse to feature a catwalk/deck, at a height of 3.29m (10.8 ft.), with dimensions of 3.05m (10 ft.) SQ. (square) accessible by an egress hatch, with dimensions meeting the minimum of the Building Code of Canada.

- 3.18 Egress hatch frame to be ‘stepped-in’ from wall slope to maximize external/deck space (see Conceptual Drawings). The top of the egress hatch to be flush with the external wall and be able to open full 90°.
- 3.19 Lighthouse to feature a removable (bolted connection) ladder climbing system for scaling sections/access to light and deck.
 - 3.19.1 Ladder to include integrated Fall Arrest system – Trylon TSF Cougar Rail, or approved equivalent to be installed per manufacturers guidelines.
- 3.20 Cupola to accommodate windows with dimensions 1.12m (3.67 ft.) wide by 0.76m (2.5 ft.) tall, with radius corners as seen in Conceptual Drawing.
 - 3.20.1 Lighthouse Option 1 to have one (1) window on the ‘front’ face of the cupola and Lighthouse Option 2 to have four (4) windows.
 - 3.20.2 If window is not required, the space will be continuous plate with the rest of the cupola assembly.
- 3.21 Light mount to include:
 - 3.21.1 A 234.95mm (9 ¼”) dia., and 9.525mm ($\frac{3}{8}$ ”) thk. light mounting plate with four 15.875mm ($\frac{5}{8}$ ”) dia. holes drilled at 200.025mm ($7\frac{7}{8}$ ”) from the center of the plate, as shown on the conceptual drawing.
 - 3.21.2 A 355.6mm (14”) wide by 457.2mm (18”) tall junction box mounting plate of 4.7625mm (3/16”) thk. located 304.8mm (12”) below the light mounting plate.

4.0 Materials

- 4.1 Only use materials that are commonly used/readily available and marine grade.
- 4.2 Structural members of lighthouse frame to be 6061-T6 Aluminum or approved substitute.
- 4.3 Any and all hardware to be used must be 316 Stainless Steel.
- 4.4 Any sheet or plate material to be 5052-T5 Aluminum or approved substitute.
- 4.5 Tread plate of deck to be checkered 5086-H112 Aluminum Alloy.
- 4.6 All aluminum alloys to conform with CSA S157.
- 4.7 Welding consumables to be aluminum filler alloy 5356 or 4043, and to conform to AWS/ANSI A5.10 or approved equivalent.

- 4.8 Windows to be made from safety glass.
 - 4.8.1 Do not use multiple sheets to achieve required thickness of 1/4”.
 - 4.8.2 Edge to have 1/8” bevel

5.0 Work Required

Referring to the design specifications, develop a final design of the Mini Modular Lighthouse. The final approved design to be used to fabricate three (3) complete modular lighthouse frames and follow the following constraints:

- 5.1 Fabricate one (1) complete Lighthouse Option 1 modular frame. This consists of modular Section 1 using integrated plate above dormer for navigational stripe, and cupola to have one front facing window.
- 5.2 Fabricate two (2) complete Lighthouse Option 2 modular frames. This consists of modular Section 1 to be left open above dormer to allow sheathing, and cupola to have all four windows.
 - 5.2.1 Lighthouse modular section 2 for both Lighthouse Options are structurally the same.
- 5.3 Calendar month and year (e.g. Dec 2020) shall be stamped or welded in 25mm high letters in each framing section onto inner ‘front’ face of perimeter structural tubing.
- 5.4 All welds to be continuous and all-around unless specified otherwise.
 - 5.4.1 Treaded plate to be seal welded on the top and stitch welded on the underside to the deck support members
- 5.5 Round or bevel any sharp corners and machine smooth all rough sides from cut material that may be a safety concern for the Departmental Representative or others working on these lighthouses during and after installation. All cuts to be saw cuts or sheared wherever possible.
- 5.6 Prior to inspection, each section shall be washed down with a liquid cleaner and rinsed with water. Cleaner to be International GTA822 or approved equal. After initial inspection all deficiencies shall be corrected immediately and each section washed again to verify correction of deficiencies.
- 5.7 Contractor will be responsible for any and all damages to the tower during transportation. Contractor to provide equipment for offloading.

- 5.8 Contractor to provide an accurate weight (+/-10lbs), after coating is complete for each section of the lighthouse. Contractor must submit these weights to the Departmental Representative before delivery.
- 5.9 Contractor is to contact Departmental Representative one week before delivery.
- 5.10 The below aluminum surfaces to be prepared and coated using the Interspec coating system, or approved alternative. See Appendix B for CCG Marine Coating Specification.
 - 5.10.1 Lighthouse Option One.
 - 5.10.1.1 Door frame, door, dormer, and plate above dormer (Section 1) to be coated in RAL 3020 - Traffic Red.
 - 5.10.1.2 Railings, exterior deck perimeter including kick plate and sheathed walls including egress hatch (Section 2) to be coated in RAL 9016 – Traffic White. A 915mm wide strip to be coated in RAL 3020 - Traffic Red centered on the front face of the railings. See Conceptual Drawings.
 - 5.10.1.3 Cupola (Section 3), consisting of roof, window frames, and drip sill to have exterior coated in RAL 3020 - Traffic Red. This cupola to have one (1) window.
 - 5.10.2 Lighthouse Option 2.
 - 5.10.2.1 Door frame and dormer roof (Section 1) to be coated in RAL 3020 - Traffic Red. Door and remaining dormer surfaces to be coated in RAL 9016 – Traffic White.
 - 5.10.2.2 Railings and exterior deck perimeter including kick plate (Section 2) to be entirely coated RAL 3020 - Traffic Red.
 - 5.10.2.3 Sheathed walls including egress hatch (Section 2) to be entirely coated in RAL 9016 – Traffic White.
 - 5.10.2.4 Cupola (Section 3), consisting of roof, window frames, and drip sill to have exterior coated in RAL 3020 - Traffic Red. This cupola to have four (4) windows.

6.0 Work Schedule

- 6.1 All work on the project shall be completed within 18 weeks of award.
- 6.2 All drawings shall be submitted to Departmental Representative for approval prior to fabrication.
- 6.3 Contractor is to provide a detailed schedule and commence work immediately upon award of contract and after review and approval of all submittals.

7.0 Inspection and Quality Assurance/Quality Control

- 7.1 With sufficient notice, contractor shall facilitate quality assurance/quality control inspections during, upon completion of fabrication and before coating, and upon delivery. Inspections will be conducted by the Departmental Representative and/or a certified third party. All discrepancies must be corrected before delivery. Contractor is fully responsible for structure until delivery to location identified.
- 7.2 All welds to be inspected 100% Visual Inspection (VT) and can be inspected by Departmental Representative or approved third party at anytime.
- 7.3 Non-destructive testing can be conducted by Departmental Representative or approved third part at any time.
- 7.4 All Quality Control (QC) results to be provided to the Departmental Representative on request.
- 7.5 Contractor is responsible to ensure structures are complete and ready for final inspection. In accordance to dates determined in the “kick-off” meeting and this solicitation.
- 7.6 Contractor is to provide notice a minimum of 10 calendar days prior to shipping in order to facilitate inspections.
- 7.7 Contractor to provide upon request by Departmental Representative, any documentation regarding quality assurance/quality control of the materials and/or procedures used to fabricate and assemble these structures. Including but not limited to: certified material test reports, welding procedure specifications (WPS), and welding inspection reports.

- 7.8 Inspections are to review general conformance with the specifications, contractor is responsible to ensure all relevant codes/standards/industry accepted fabrication practices are adhered to.
- 7.9 An acceptance inspection by the Departmental Representative will be carried out after delivery of the lighthouse.

8.0 Safety Requirement

This Section describes specific safety requirements to be observed and enforced during the progress of the Work. Inclusion of these specific safety requirements shall not constitute a relief of the Contractor's responsibility but is a precaution against oversight and errors.

- 8.1 The Contractor is solely responsible for safety procedures deemed necessary by the Contractor to meet the requirements of this contract.
- 8.2 Provide all workers, including sub-trades, with adequate and appropriate safety procedures prior to commencement of their duties. Ensure all workers comply with all safety regulations required by National and Provincial Building Codes, Workmen's Compensation Board, Canada Labour Code Part II and any applicable Provincial acts and municipal statutes and bylaws.
- 8.3 In the event of conflict between any provisions of above authorities the most stringent provision governs.
- 8.4 The Contractor/Offer, or, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, MUST NOT access PROTECTED and/or CLASSIFIED information or assets.
- 8.5 The contractor and/or its employees MUST NOT have unescorted access to Fisheries and Oceans Canada facilities, vessels and/or restricted access areas. The Contractor must therefore contact the DFO Project Authority prior to commencement of work to ensure that necessary steps are taken to ensure security.
- 8.6 The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).

9.0 Environmental Requirements

9.1 Contractor is solely responsible for all environmental protection procedures deemed necessary to comply with all applicable Federal, Provincial and Municipal regulatory requirements.

10.0 Cost Breakdown

10.1 Submit detailed breakdown of Lump Sum price before submitting the first progress claims. Ie: cost of design, cost of fabrication, etc.

10.2 After approval by Departmental Representative, cost breakdown will be used as basis for progress payments.

11.0 Oral Agreement

11.1 No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be help to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

12.0 Taxes and Permits

12.1 Contractor to obtain all Federal, Provincial and Municipal permits and pay all applicable taxes.