



contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria.

**Standing Offer Period**

**Location Contracts expiring January 31, 2016**

February 1, 2016 through to January 31, 2018 with the possibility of two (2) additional one (1) year option periods, at the discretion of Fisheries and Oceans Canada

**Location Contracts expiring July 2, 2016**

July 3, 2016 through to January 31, 2018 with the possibility of two (2) additional one (1) year option periods, at the discretion of Fisheries and Oceans Canada

All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the four years.

**Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.**

All questions regarding this request for proposals should be submitted in writing, no later than December 22, 2015. The department may not be able to respond to questions submitted after that date.

**Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.**

Regards

Kim Walker  
Contract Services

**F5211-150535**

**Standing Offer for Placing, Lifting/Removal, Maintaining and the Servicing of Buoys in the Atlantic South Region - New Brunswick**

1. Letter of Invitation
2. Offer of Services
3. Instructions to Tenderers
4. General Conditions – Manual Services
5. Terms of Payment
6. Statement of Work
7. Buoy Positioning Methods
8. Conditions for the use of DGPD
9. Statement Of Parts And Components
10. Insurance Conditions
11. Additional Vessel Charter Conditions
12. Mandatory Criteria
13. Certification Former Public Servant
14. Pricing Sheet - attached
15. Schedule of Rates – attached
16. Buoy Contractor Profile – attached
17. List of Current Contract Expiry Dates - attached

**Bid Closing Date: January 5, 2016**  
**Time: 2 pm (14:00 Hours) Atlantic Time**  
**Contract/File No: F5211-150535**

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**OFFER OF SERVICES**

**REQUEST FOR PROPOSALS FOR:**

**Standing Offer for Placing, Lifting/Removal, Maintaining and the Servicing of Buoys in the Atlantic South Region - New Brunswick**

**1. PROPOSAL SUBMITTED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Complete Name and Address)*

**2. PERFORMANCE OF WORK**

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the services on an as and when required basis.

**3. DOCUMENTS**

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services, will form part of the standing offer:

1. This Offer of Services duly completed and signed;
2. Document attached hereto or referenced entitled "General Conditions";
3. Document attached hereto or referenced entitled "Terms of Payment";
4. Document attached hereto or referenced entitled "Statement of Work";
5. Document attached hereto or referenced entitled "Insurance Conditions";
6. Document attached hereto or referenced entitled "Additional Vessel Charter Conditions";

4. **DISCREPANCIES**

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

5. **STANDING OFFERS**

**Standing Offers for multiple contract areas may be awarded to a single contractor.**

**Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.**

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect an agreement between the Contractor and the Minister and this Offer of Services and attachments shall collectively constitute the agreement entered into between the Parties.

Standing Offers will not exceed \$500,000 in total.

6. **CALL-UP PROCEDURES**

Call-ups (contracts) will be issues first to those contractors that ranked #1 for the contract area. Should the 1<sup>st</sup> ranked contractor be unable to meet the requirement, the contractor ranked #2 would be offered the call-up. Should the 2<sup>nd</sup> ranked contractor be unable to meet the requirement the contractor ranked #3 would be offered the call-up. The Project Authority will contact the contractor giving, 7 calendar days to either accept or decline the call-up. If a response is not received during this time the Project Authority will contact the 2<sup>nd</sup> ranked contractor. & calendar days will again be giving to respond. If a response is not received during this time the Project Authority will contact the 3<sup>rd</sup> ranked contractor.

A Call-up against a Standing Offer is an acceptance of the offer to the extent of the services being ordered, and also services as notification to the Contractor, detailing the required services. A separate contract is entered into each time a call-up is made against the Standing Offer. Call-ups for work against a Standing Offer will be authorized by the Project Authority.

Individual call-ups against a Standing offer will not exceed \$40,000, (excluding tax) and will be no longer than one year in length.

**Please complete the attached Schedule of Rates.**

7. **FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX**

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

8. **SUBMISSION**

The Contractor submits herewith the following:

- a) **Offer of Services/Contract Form  
(Duly Completed and Signed)**
- b) **Schedule of Rates**
- c) **Certification Former Public Servant**
- d) **Buoy Contractor Profile**

9. **IRREVOCABLE OFFER**

The Contractor submits the offer listed in Article 6 on the full understanding that this Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

10. **APPROPRIATE LAW**

The Standing Offer or any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

11. **NO EXPRESS COLLABORATION**

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

**12. RIGHTS OF THE MINISTER**

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

**13. ADDENDUM**

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

Contractor's signature \_\_\_\_\_

**14. CONTRACTOR'S ADDRESS**

For purposes of or Incidental to the Standing Offer or any resulting contract, the Contractor's address shall be that which is indicated in Article 1.

**15. DEPARTMENTAL PERSONNEL**

**CONTRACTING AUTHORITY**

Kim Walker  
Materiel and Procurement Services | Services du matériel et des acquisitions  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 allée Bishop  
Fredericton, NB | Fredericton N-B E3C 2M6  
[DFOTenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOTenders-soumissionsMPO@dfo-mpo.gc.ca)

**PROJECT AUTHORITY**

(To be completed upon contract award)

\_\_\_\_\_  
\_\_\_\_\_

**16. SUPPLEMENTARY CONTRACTOR INFORMATION**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

16.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

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16.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

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16.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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16.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

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Signature

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Print Name of Signatory



**17. SIGNATURE FOR OFFER OF SERVICES**

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.**

In the Presence of

**For the Contractor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Incorporated Company OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Partnership OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Sole Proprietorship / Individual Owner**

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**ACCEPTANCE UPON AWARD**

This Standing Offer is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

**Accepted on behalf of Her Majesty the Queen in right of Canada this \_\_\_\_\_ day of \_\_\_\_\_, 2016**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**For the Minister of Fisheries and Oceans**

\_\_\_\_\_  
**Position**



## **INSTRUCTIONS TO TENDERERS**

### **1. DEFINITIONS**

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

### **2. TENDER CLOSING**

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.

### **3. TENDER OPENING**

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

### **4. OFFICIAL TENDER FORMAT**

- 4.1. Tenders must be properly executed and submitted as instructed.

## **5. REVISION OF TENDERS**

- 5.1. Tenders may be revised provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

## **6. TENDER SECURITY**

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

## **7. CONTRACT SECURITY**

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

## **8. INSURANCE**

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon award.

## **9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$1,000,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

## **10. TENDER VALIDITY PERIOD**

- 10.1 Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

## **11. INCOMPLETE TENDERS**

- 11.1 Incomplete or conditional tenders will be rejected.
- 11.2 Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.
- 11.3 In the event that tender security is required and is not provided with the tender, the tender will be rejected.

## **12. REFERENCES**

- 12.1. The Department of Fisheries and Oceans reserves the right, before awarding the Offer, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

## **13. LOWEST TENDER NOT NECESSARILY ACCEPTED**

- 13.1. The lowest or any tender will not necessarily be accepted.

## **14. RIGHTS OF CANADA**

14.1. 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 responsive 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 responsive Bidder to ensure best value to Canada.

15. **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 of receipt of the results of the bid solicitation.

## **General Conditions – Manual Services**

### **Text:**

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
- 11 Payment Period
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- 13 Audit
- 14 Compliance with Applicable Laws
- 15 Liability
- 16 Government Property
- 17 Amendment
- 18 Assignment
- 19 Suspension of the Work
- 20 Default by the Contractor
- 21 Termination for Convenience
- 22 Right of Set-off
- 23 Conflict of Interest and Values and Ethics Codes for the Public Service
- 24 Contingency Fees
- 25 International Sanctions
- 26 Code of Conduct and Certifications
- 27 Harassment in the Workplace

28 Entire Agreement

29 The Code of Conduct for Procurement

### ***01 Interpretation***

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### ***02 Powers of Canada***

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

### ***03 Status of the Contractor***

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is



engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### ***04 Conduct of the Work***

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
  
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### ***05 Subcontracts***

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

## ***06 Time of the Essence***

It is essential that the Work be performed within or at the time stated in the Contract.

## ***07 Excusable Delay***

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

### ***08 Inspection and Acceptance of the Work***

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

### ***09 Invoice Submission***

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### ***10 Taxes***

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

British Columbia – PST-1000-5001

Manitoba 390-516-0

- ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
  - b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
  - c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and Prince Edward Island.
  - d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.
3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

## 5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

## ***11 Payment Period***

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

## ***12 Interest on Overdue Accounts***

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the

day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

### ***13 Audit***

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

### ***14 Compliance with Applicable Laws***

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

### ***15 Liability***

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

### ***16 Government Property***

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

### ***17 Amendment***

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

## ***18 Assignment***

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

## ***19 Suspension of the Work***

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

## ***20 Default by the Contractor***

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## ***21 Termination for Convenience***

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



## ***22 Right of Set-off***

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

## ***23 Conflict of Interest and Values and Ethics Codes for the Public Service***

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

## ***24 Contingency Fees***

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4<sup>th</sup> Supplement).

## ***25 International Sanctions***

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

## ***26 Code of Conduct and Certifications***

1. The Contractor agrees to comply with the [\*Code of Conduct for Procurement\*](#) and to be bound by its terms. Furthermore, in addition to the [\*Code of Conduct for Procurement\*](#), the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
  - a. payment of a contingency fee to a person to whom the [\*Lobbying Act\*](#) (1985, c. 44 (4th Supp.)) applies;
  - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
  - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
  - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
  - a. either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or

convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### ***27 Harassment in the Workplace***

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [\*Policy on the Prevention and Resolution of Harassment in the Workplace\*](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

### ***28 Entire Agreement***

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

### ***29 The Code of Conduct for Procurement***

- 29.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

29.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

29.3 For further information, the Contractor may refer to the following PWGSC site:

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

## **TERMS OF PAYMENT**

### **1. DEFINITION**

1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

### **2. BASIS OF PAYMENT**

2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Standing Offer and any resulting Contract, the Contractor shall receive payment in accordance with Article 6 of the Offer of Services.

### **3. METHOD OF PAYMENT**

3.1 Payment to the Contractor shall be made upon completion of work to the satisfaction of the Departmental Representative twice yearly (July and January) and upon submission of an invoice. Payment will be made for costs reasonably and properly incurred in the performance of the work, in accordance with the contractor's cost proposal and the Statement of Work.

3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with a resulting Contract.

3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Standing Offer or any resulting Contract.

3.4 In the event that a Contract is terminated pursuant to the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

### **4. INVOICE ADDRESS**

Except if otherwise specified in the Terms of Payment or in any other document that is part of the standing offer or any resulting contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) are to detail the services provided. The Financial Codes and Contract Number from the call up must appear on all invoices. The invoice(s) are to be emailed to DFO Accounts Payable, at:

[DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

*Please indicate if you wish to be paid by cheque or MasterCard.*

## **5. LIMITATION OF EXPENDITURE**

The Contractor shall not perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority.

## **6. INVOICE SUBMISSION**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. the extension of the totals, if applicable; and
  - d. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title

Placing, Lifting/Removal, Maintaining and the Servicing of Buoys in the Atlantic South Region - New Brunswick.

#### 1.2 Standing Offer Period

##### **Location Contracts expiring January 31, 2016**

February 1, 2016 through to January 31, 2018 with the possibility of two (2) additional one (1) year option periods, at the discretion of Fisheries and Oceans Canada

##### **Location Contracts expiring July 2, 2016**

July 3, 2016 through to January 31, 2018 with the possibility of two (2) additional one (1) year option periods, at the discretion of Fisheries and Oceans Canada

**Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.**

#### 1.3 Introduction

DFO's Canadian Coast Guard sector requires services related to the provision of placing, maintaining and lifting buoys through local contractors.

#### 1.4 Objectives of the Requirement

The Canadian Coast Guard, Marine Navigation Services establishes aids to navigation that assist vessels to navigate safely through our waterways. The program benefits pleasure craft, fishing and commercial vessels, and ensures the public's right to navigate. Canadian Coast Guard (CCG) Marine Services (MS) is mandated to keep waters accessible by providing aids to navigation, developing waterways, and protecting navigable waters.

The Canadian Coast Guard is contracting out for the provision of placing, lifting/removal; maintaining and servicing of the following buoys as per the attached documents.

General Description of the Work:

- Contractor is required to provide their own vessel to complete this requirement
- Place buoys on position in accordance with navigational requirements using DGPS when required (seasonal or year-round);
- Maintain position and operation;
- Change lanterns as required
- Lift/remove/change buoys as required.

## **2.0 Requirements**

### **2.1 Tasks, Activities, Deliverables and Milestones**

Upon award of call-up (contract) the contractor is required to inspect all buoys and equipment listed in the Schedule of Rates reporting any discrepancies/defects to the Project Authority.

Following initial inspection, the Contractor shall respond to all discrepancies/outages regarding buoys once notified of the outage and report plan to respond to the Aids to Navigation Operation Office/Project Authority.

The Contractor shall inspect all buoys after periods of abnormally bad weather, ice conditions, etc., if the Contractor has reason to believe the buoys in his/her area may have been adversely affected, to determine that they are in their correct positions and that the lights etc. are functioning.

Buoy positions shall be checked using the methods provided on the Buoy Data Sheets.

The Contractor shall change components as necessary to maintain the operation of the lights and buoys including removing old and replacing new components such as lanterns, moorings and reflective material.

Should a buoy be removed from a contract area permanently an amendment will be issued to the contractor reducing the amount of the call-up. Likewise, should a buoy be added to a contract area an amendment will be issued increasing the amount of the call-up. Amounts will be based on bids submitted by the contractors.

In the 2<sup>nd</sup> option year or fourth year of standing offer, if exercised, the contractor is responsible for checking all buoys in their area for position and operation and will be required to provide reports to the Aids to Navigation Operations Officer. These checks will have to be done in the last 30 days of the end of the standing offer.

#### **\*\*\*EXCEPTION\*\*\***

**An exception for the location of Parrsboro is as follows:**

This location contract may be able, using land transportation, to access and maintain the buoys. All other terms and conditions remain the same. Should a bidder wish to bid using land transportation please note all required documents mentioned in this RFSO package must be still submitted.

### **2.2 Specifications and Standards**

At the beginning of each navigation season, the contractor shall place the seasonal buoys on their advertised position and ensure the work is complete prior to the commencement of navigation and/or fishing season for the local area and that the buoys remain in service until the end of the navigation season as indicated on the Buoy Data Sheet.



At the end of the navigation season, the Contractor shall lift the seasonal buoys and store them in a suitable location (secure area free from damage / vandalism) for the winter.

The seasonal lanterns must be removed from the buoys in the fall and stored in a suitable dark storage area so that the batteries don't completely discharge. The contractor shall ensure darkness is constant during the storage stage. The lantern must be placed in sunlight 2 weeks before installation on the buoy in the spring to allow for re-charge.

The Contractor shall, as part of this Contract, lift, remove, land, or replace in proper position buoys that require repairs, renewal or re-positioning as often as is necessary. If any buoy and/or its mooring are lost and not recoverable by the Contractor, the Contractor shall immediately notify the Aids to Navigation Operations Officer by fax, telephone or e-mail.

The Contractor shall bring to the attention of the Aids to Navigation Operations Officer any buoy repairs which the Contractor considers necessary but does not consider normal under this standing offer and that have not been caused through neglect by the Contractor. The Contractor shall also report whether such repairs can be done locally. The Aids to Navigation Senior Officer shall determine in consultation with the Contractor and others whether such work is outside of the scope of this standing offer. Normal discrepancies include but are not restricted to: retrieval of beached/adrift buoys, buoys off/gone from position, buoys submerged, lantern malfunction/extinguished.

All replaced components including lanterns, moorings, stones and buoys are to be returned to Coast Guard. Notification to the Aids to Navigation Operations Officer is necessary in order to schedule the return of the equipment.

### **2.3 Technical, Operational and Organizational Environment**

Technical Tasks are defined in the following documents:

- Conditions for the use of DGPS
- Primary Positioning Methods

### **2.4 Method and Source of Acceptance**

Each and every time a contractor makes a visit to a buoy, a Buoy Service Report (paper or electronic) must be submitted to the Aids to Navigation Office within 30 days of the visit, whether it be for a check, discrepancy response, lift or place. Failure to provide these reports results in payment delays.

### **2.5 Reporting Requirements**

The Contractor shall notify the Aids to Navigation Operations Officer of a discrepancy (eg. outage, off-position etc.) as soon as possible or within 24 hrs. The Contractor shall provide an estimated time to complete the repair, if it cannot be done immediately, and a reason for any delays.

In the event that the contractor is made aware of a discrepancy outside of normal working hours, he/she shall report the discrepancy to the Sydney Operations Center at **1 (800) 686-8676**. The

contractor shall also contact the Aids to Navigation Operations Officer when normal working hours resume, advising of the outage and plan of action for restoration of the service.

The Contractor must advise the Aids to Navigation Operations Officer when the aid has been restored to full operation.

## **2.6 Change Management Procedures**

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

The Project Authority is the representative of the department or agency for whom the work is being carried out under any Contract and is responsible for all matters concerning the technical content of the Work under the any 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.

## **2.7 Ownership of Intellectual Property**

No Intellectual Property will be created through this contract.

All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of DFO.

## **3.0 Other Terms and Conditions of the SOW**

### **3.1 Authorities**

Contracting Officer

Kimberly Walker  
Senior Contracting Officer  
Procurement Hub - Fredericton  
Materiel and Procurement Services  
Fisheries and Oceans Canada  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6  
[DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

## 3.2 DFO Obligations

### 3.2.1 Equipment

DFO shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

The following are parts and components that are to be supplied to Contractor by the Canadian Coast Guard as part of Buoy Maintenance Contracts.

1. Mooring stones (concrete, granite or cast iron, steel serrated anchors)
2. Mooring chain: various diameters
3. Swivels, buoy bridle shackles, bow shackles, screw shackles and clinch shackles.
4. Buoy bridles
5. Counterweights: cast-iron rings & cast iron buoy balls
6. Buoy identification plate's c/w reflective tape, letters and numbers
7. Reflective tape for buoys
8. Solar Powered LED Lanterns

The delivery of equipment which DFO undertakes to supply to the contractor shall be shipped to him at DFO's expense.

### 3.2.2 Inspection

The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications described in this SOW.

## 3.3 Contractor's Obligations

**The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.**

Should there be any change to the crew or vessel during the standing offer period, (name and information originally submitted by the bidder) the contractor must notify the Project Authority immediately.

- Ability to use DGPS (Differential Global Positioning System).
- Local knowledge of waterways and conditions where required and when specified in the Schedule of rates.
- Handling/Lifting Capacity -must have the capabilities to place and lift/remove the range of buoy and stone weights varying in weight up to a maximum of 1850 Kg. Buoy and stone weights are in accordance with the Schedule of Rates. Lifting Capacity to be determined by Transport Canada.
- Contractor to provide a proper lay down and storage area for the buoys and

equipment, to the satisfaction of the Supervisor of Operations. If the lay down/storage area is not owned by the Contractor, written permission to use such property by the owner must be provided in the tender package submitted.

**NOTE: Costs associated with the certification will be the responsibility of the contractor.**

### **3.3.1 Equipment**

The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by DFO hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

### **3.3.2 Inspection**

A “maintained buoy” is a buoy for which the Contractor:

- a) Checks the position and operation.
- b) Replaces the light (if so equipped).
- c) Places on station and repositions as required, using Buoy Positioning Methods as per Buoy Data Sheet.
- d) Carries out maintenance, by replacing chain, rope, anchor, reflective tape, numbers and letters and cleaning the buoys as required by contract.
- e) Submits Buoy Service Reports to the Aids to Navigation Operations Officer

The Contractor shall provide information, satisfactory to the Minister, of his capabilities to perform the said service.

The Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

A proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

The Contractor shall provide suitable storage for the equipment provided by DFO, such storage being secure and providing shelter to those items which must be stored indoors.

The Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for

service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations , Marine Programs, of DFO (hereinafter referred to as the ‘Supervisor, Aids to Navigation Operations) and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations .

In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against DFO, Aids to Navigation Operations.

In the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations .

### **3.4 Location of Work, Work site and Delivery Point**

Contractors are expected to participate in training associated with the use of buoy equipment i.e. Lantern installation and storage, moorings, anchors, etc. Contractors will assume costs for travel and other related expenses. Coast Guard will assume costs for any tuition fees or instruction. Contractors are encouraged to contact Coast Guard for awareness associated with any component equipment outside of formal training opportunities. The in-house training will be arranged by CCG on an as-required basis. All information will be disseminated to the contractor at that time.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this Request for Standing Offer must be ready to work in close and frequent contact with DFO Representative and other DFO personnel.

### **3.5 Language of Work**

Both Official Languages

### **3.6 Security Requirements**

There are no security requirements for this project.

### **3.7 Insurance Requirements**

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's discretion and expense, and for its own benefit and protection.

Upon Standing Offer award the successful bidder will be required to supply proof of insurance to the contracting authority within ten (10) business days. The contractor may

be required to provide proof of insurance upon request at any time throughout the standing offer period.

### **3.8 Travel and Living**

Transportation costs are the responsibility of the Contractor.

### **4.0 Project Schedule**

Work to be completed depends on the operation period of the contract area. Information will be indicated on the Buoy Data Sheets.

### **5.0 Applicable Documents and Glossary**

Links provided in both languages for the following:

*Small Vessel Compliance Program (SVCP) Detailed Compliance Report and Guidance Notes*

<http://www.tc.gc.ca/media/documents/marinesafety/TP15111E.PDF>

[http://publications.gc.ca/collections/collection\\_2011/tc/T29-97-2011-fra.pdf](http://publications.gc.ca/collections/collection_2011/tc/T29-97-2011-fra.pdf)

*Small Vessel Compliance Program (SVCP) Application Form*

<https://www.wapps.tc.gc.ca/saf-sec-sur/4/svcr-rcpb/eng/application-form>

<https://www.wapps.tc.gc.ca/Saf-Sec-Sur/4/svcr-rcpb/fra/formulaire-application>

## BUOY POSITIONING METHODS

1. Differential Global Positioning System (DGPS) in conjunction with Depth Soundings shall be used by contractors to position buoys. (See conditions for the use of DGPS.)
2. In areas where the DGPS signal is not available or in fringe areas where the signal is of poor quality, GPS in conjunction with Depth Soundings may be used for positioning buoys.

Mariners may use one or more of the following methods in conjunction with depth soundings to supplement or confirm electronically derived positions if necessary:

- a) Two or more horizontal sextant angles between suitably located objects ashore. It is preferred to use two sextants with angles being read simultaneously. Where practical, angles should be continued around the horizon to ensure accurate 360 degree as possible.
- b) Two fixed objects in line (a range) and an adjacent horizontal angle from the line to a third object ashore. The objects may be natural or man-made. The objects in line should be a considerable distance apart and the angle of cut should be between 30 and 150 degrees and as near 90 degrees as possible.
- c) Two fixed ranges, natural or otherwise. The angle of cut should be between 30 and 150 degrees and as near 90 degrees as possible.
- d) True bearings of at least three charted, conspicuous and suitably placed objects ashore. The subtended angles should be between 30 and 150 degrees and as near 90 degrees as possible and should be applied to and plotted with station pointers as a check on the lines of bearings laid off on the chart.

**Note:** Methodology for establishing a position in a marine environment will rely on the mariners' judgment, knowledge, experience and all practical means at his/her disposal to derive an accurate position under varying conditions.

## CONDITIONS FOR THE USE OF DGPS

### Recommended Practices:

- 1) The contractor shall ensure the DGPS receiver is operating properly prior to positioning an aid to navigation.
- 2) Before positioning buoys, DGPS should be set up at a known location eg. several readings at the wharf where the vessel docks, to verify current position. This should also be done after positioning buoys to ensure the integrity of positioning information.
- 3) When positioning buoys, marker buoys should be used and positions should be taken from four quadrants on the buoy to verify positions.
- 4) DGPS shall not be used to position an aid to navigation when an unhealthy or unmonitored signal is received. The receiver should have an audio and visual alarm to warn the operator when the DGPS corrections are not being received.
- 5) DGPS data shall be recorded on a buoy service record (BSR).
- 6) DGPS shall not be used when the age of pseudo-range corrections exceeds 30 seconds.
- 7) The DGPS receiver's datum selection must be set at WGS-84(default value).
- 8) The Horizontal dilution of precision (PDOP) reading shall be above 0 and less or equal to 5.0. A reading of 0 indicates that the system is not functioning properly.
- 9) While positioning aids, the DGPS mode in the receiver shall not be set to automatic..
- 10) The selection of the Differential Beacon shall be as follow:
  1. Locked on to the closest beacon from the aids to navigation being placed or positioned.
  2. Do not use a beacon outside its advertised coverage zone.
- 11) While positioning an aid, the DGPS receiver shall be in the 3 dimensional (3 D) mode.  
(minimum 4 Sat's and PDOP = 0.1 to 5



**Recommended Default Settings on the DGPS Receivers:**

- 1) The mask angle shall be set equal or greater than  $7,5^{\circ}$ . For receivers that accept even increments of 5, a value of  $10^{\circ}$  would be acceptable.
- 2) The data transfer rate shall be set for 200 bits per second when using a Canadian reference station.

**Technical requirements on DGPS receivers:**

- 1) All reputable DGPS Navigation receivers will provide the required features to use in an acceptable manner when positioning buoys.
- 2) The position coordinates shall display a minimum of 3 decimal digits of a minute.

## **STATEMENT OF PARTS AND COMPONENTS**

The following are parts and components that are to be supplied to Contractor by the Canadian Coast Guard as part of Buoy Maintenance Contracts.

1. Mooring stones (concrete, granite or cast iron, steel serrated anchors)
2. Mooring chain: various diameters
3. Swivels, buoy bridle shackles, bow shackles, screw shackles and clinch shackles.
4. Buoy bridles
5. Counterweights: cast-iron rings & cast iron buoy balls
6. Buoy identification plate's c/w reflective tape, letters and numbers
7. Reflective tape for buoys
8. Solar Powered LED Lanterns

## **INSURANCE REQUIREMENTS**

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

Additionally, the following conditions must be met:

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [\*Marine Liability Act\*](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada as represented by the Minister of Fisheries and Oceans.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the

same manner and to the same extent as if a separate policy had been issued to each.

- e. **Litigation Rights:** Pursuant to subsection 5(d) of the [\*Department of Justice Act\*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

4. A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **ADDITIONAL VESSEL CONDITIONS**

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
  - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
  - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
  - c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.

6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.

## EVALUATION CRITERIA

### MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

Bids will be evaluated based on the information provided in the proposal and the completed Buoy Contractor Profile.

The proponent may include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The Bidder must complete and submit the Schedule of Rate Form(s) for the contract area they wish to bid on. Contractors may bid for more than one contract area.		
M2	The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a standing offer as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.		
M3	The Bidder must submit the completed Buoy Contractor Profile Document		

### BASIS OF SELECTION:

For each contract area, compliant bidders will be ranked based on the lowest bid. Up to three (3) bidders may be selected for the issuance of a standing offer for each contract area, provided they meet all the Mandatory Criteria outlined above. Contractors will be informed of their ranking upon award.

Standing Offers for multiple contract areas may be awarded to a single contractor.

**Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.**

Call-ups (contracts) will be issued first to those contractors that ranked #1 for the contract area. Should the 1<sup>st</sup> ranked contractor be unable to meet the requirement, the contractor ranked #2 would be offered the call-up. Should the 2<sup>nd</sup> ranked contractor be unable to meet the requirement the contractor ranked #3 would be offered the call-up.

A Call-up against a Standing Offer is an acceptance of the offer to the extent of the

services being ordered, and also services as notification to the Contractor, detailing the required services. A separate contract is entered into each time a call-up is made against the Standing Offer. Call-ups for work against a Standing Offer will be authorized by the Project Authority.

Individual call-ups against a Standing offer will not exceed \$40,000, (excluding tax) and will be no longer than one year in length.



## FORMER PUBLIC SERVANT

### FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "Former Public Servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"Pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

#### Former Public Servant in Receipt of a Pension

**As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- A. name of former public servant;
- B. date of termination of employment or retirement from the Public Service

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

**Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**