



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

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

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Title – Sujet Placing, Lifting/Removal, Maintaining and the Servicing of Buoys on the Southern Lakes - Yukon Territory		Date December 14, 2015
Solicitation No. – N° de l'invitation F5211-160058		
Client Reference No. - No. De Référence du Client F1710-150014		
Solicitation Closes – L'invitation prend fin At /à : February 9, 2016 at 14:00 Atlantic Time		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Kimberly Walker Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. 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	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

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.

1.4 Procurement Ombudsman

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 for goods and under \$100,000 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.



2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Former Public Servant

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 FPSs, 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 FPSs 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.5 Applicable Laws

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.**

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)



Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

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](#)

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications 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

Please see Annex I for details.

4.1.2 Financial Evaluation

SACC Manual Clause [A0222T \(2014-06-26\)](#), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T \(2010-08-16\)](#)

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

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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.

5.1.1.2 Insurance

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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



5.1.2.2 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:

a) 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:

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

c) 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:

d) 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:

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"

Signature

Print Name of Signatory



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 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 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.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1, 2016 to March 31, 2017 inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
 Title: Senior Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.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:

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 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive



disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____
(*insert amount at contract award*) and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause [C6000C \(2011-05-16\)](#) Limitation of Price

6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.



6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The 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.**

6.11 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 2010C (2015-09-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Conditions;
- (g) Annex E, List of CCG Supplied Equipment;
- (h) Annex F, Guidelines for the Safe Deployment and Retrieval of Floating Aids to Navigation;
- (i) Annex G, Schedule of Rates and Pricing Sheet
- (j) Annex H, Contractors Declaration

6.12 Procurement Ombudsman

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

6.12.2 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 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>

6.13 Insurance – Specific Requirements G1001C (2013-11-06)



The Contractor must comply with the insurance requirements specified in Annex C and D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC Manual Clauses

A9141C (2008-05-12) Vessel Condition



ANNEX "A" STATEMENT OF WORK

Title

Placing, Lifting/Removal, Maintaining and the Servicing of Buoys on the Southern Lakes - Yukon Territory

Contract Period

The Contract is for one year – April 1, 2016 to March 31, 2017 with the option to renew the contract for three (3) additional one year periods at the sole discretion of Fisheries and Oceans Canada (DFO)

Option periods if exercised will be April 1, 2017 through to March 31, 2018, April 1, 2018 through to March 31, 2019 and April 1, 2019 through to March 31, 2020.

Background

DFO, Canadian Coast Guard (CCG) maintains a Seasonal Aids to Navigation System, consisting of thirty-four (34) unlighted buoys and ten (10) unlighted beacons, on the Southern Lakes in Yukon Territory and British Columbia. The buoys are deployed in May right after the ice recedes and are checked for correct position once a month until they are recovered and stored in October, shortly before freeze up. The beacons are left in place all year and are checked for correct operation once a month during the navigation season. In addition to these planned monthly checks; repairs and repositioning are done as required.

Objectives of the Requirement

The (CCG), Aids to Navigation and Waterways 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. CCG Marine Aids to Navigation is mandated to keep waters accessible by providing aids to navigation, developing waterways, and protecting navigable waters.

Background, Assumptions and Specific Scope of the Requirement

CCG is contracting out for the provision of placing, lifting/removal; maintaining and servicing of the following buoys/beacons as per the attached documents.

General Description of the Work:

- Place buoys on position in accordance with navigational season
- Maintain position and operation of both buoys and beacons
- Lift/remove/change buoys as required
- Repair and reposition buoys as required

Tasks, Activities, Deliverables and Milestones

Upon award of this Contract, and within the first 7 days the Contractor is required to inspect the aids to navigation equipment listed in the schedule of rates reporting any discrepancies/defects to the Supervisor Aids to Navigation (AtoN).

Within the first 7 days of contract award, the contractor shall inspect each of the buoys and each of the fixed aids listed on the "Technical Data and Schedule of Rates for Buoys and Beacons" to determine that it is in the position described, and where applicable, that the aids are functioning properly.

The contractor will also submit a Buoy/Beacon Service Report (BSR) through SIPA mobile (AtoN database).

Should any buoys be out of position or not functioning properly, the Contractor shall immediately report this by e-mail or telephone to the Supervisor AtoN. If any structures are found in need of repairs, this shall be reported immediately, by e-mail or telephone to the Supervisor AtoN. The cost of restoring buoys or fixed aids to their proper position and/or operation at this time will be borne by the DFO CCG. Repairs will also be the responsibility of the DFO CCG



The Contractor shall inspect all buoys monthly or more often (especially following periods of bad weather, ice conditions etc.) as required to determine that they are in their correct positions and that the reflective tape and numbers are functioning properly.

The Contractor shall inspect each of the fixed aids covered by the contract monthly or more often as required to determine that it is functioning properly and that the characteristics displayed agree with those described in the "Technical Data and Schedule of Rates for Beacons".

At the end of the navigation season or as directed by the Supervisor AtoN the Contractor shall lift the buoys complete with their moorings and deliver them to a suitable storage area. At the beginning of the next navigation season, he shall replace the buoys in their proper position. The Contractor shall immediately notify the Supervisor AtoN when the buoys are lifted at the end of the season and when they are replaced at the beginning of the next season.

The Contractor shall ensure all buoys are in proper working order before replacing them in position at the beginning of the navigation season.

The Contractor shall, as part of this contract, lift, tow, land, dock, and replace in proper positions such buoys that require repairs, renewal, or repositioning, during the navigation season as often as is necessary. If any buoy or its mooring is lost and not recoverable through no fault of the Contractor, he/she shall immediately notify the Supervisor AtoN by e-mail or telephone.

If a buoy is out-of-position and cannot be repositioned within 24 hours due to sea or weather conditions, the Contractor shall immediately notify the Supervisor AtoN by e-mail or telephone of the approximate position of the buoy. He/she shall again notify the Supervisor AtoN when he/she has repositioned the buoy.

The following types of work are fair and reasonable indications of the maintenance and repairs which are to be carried out by the Contractor.

1. Repair of worn or broken moorings
2. Retightening or replacement of loose or missing fasteners
3. Replacement of worn or torn reflective tape, letters and numbers
4. Verify buoy colour is not obscured by dirt, debris or guano and clean buoy as required

This is not intended as a complete list of the Contractor's duties but is intended merely to illustrate the types of repair and maintenance which the Contractor is expected to perform.

Work Specifications for Buoys

A "maintained buoy" is a buoy for which the Contractor:

- Checks the position and operation
- Places/removes on/from station and repositions as required during the navigational season
- Carries out maintenance

Following each monthly inspection, a "Buoy Service Report (BSR)" shall be submitted for each buoy through SIPA mobile. Buoy positions shall be verified using the information provided on the Buoy Data Card in SIPA.

Whenever any on-water work is completed on a buoy (commissioned, decommissioned, replaced, moved, inspected etc.) the Contractor shall complete a BSR for each buoy at each visit.

Buoy Positioning Method

The contractor shall use Global Positional System (GPS) set to either NAD 83 or WGS 84. Placement of the buoy may be by means of "sighting" the obstruction to be marked either visually or by sounding with echo sounder or hand lead in meters.



Work Specifications for Fixed Aids

Following each monthly inspection, a “Beacon Service Report (BSR)” shall be submitted for each beacon through SIPA mobile.

In the event of a fixed aid outage, the Contractor shall immediately restore it to operation. If the Contractor is unable to restore the aid to operation with the tools and spares on hand, he/she shall immediately notify the Supervisor AtoN by e-mail or telephone, of the outage and of the cause of the outage, if it is known.

In the event of an outage which is temporarily inaccessible, due to sea or weather conditions, the Contractor shall immediately notify the Supervisor AtoN by e-mail or telephone of the outage. He/she shall again notify the Supervisor AtoN when he has repaired the fixed aid.

The following types of work are fair and reasonable indications of the maintenance and repairs which are to be carried out by the Contractor which are considered as normal under this contract:

1. Replacement of loose boards
2. Re-driving of loose nails and screws
3. Re-tightening or replacement of loose fasteners
4. Replacement of daymarks when faded, damaged or worn

This is not intended as a complete list of the Contractor's duties, but is intended merely to illustrate the types of repair and maintenance work which the Contractor is expected to perform.

The Contractor shall report to the Supervisor AtoN any repair work which he/she considers to be outside of this contract so the Supervisor AtoN can address.

Reporting Requirements

Following each monthly inspection, a “Buoy/Beacon Service Report (BSR)” shall be submitted for each buoy/Beacon through SIPA mobile. Buoy positions shall be verified using the information provided on the Buoy Data Card in SIPA.

Whenever any on-water work is completed on a buoy (commissioned, decommissioned, replaced, moved, inspected etc.) the Contractor shall complete a BSR for each buoy at each visit.

Change Management Procedures

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 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.

Ownership of Intellectual Property

No Intellectual Property will be created through this contract.

DFO, CCG Obligations

Equipment

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

The Supervisor AtoN will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the service to be performed under this contract.



The Supervisor AtoN will provide SIPA mobile software and training to the Contractor locally, at a date and time agreed upon by both parties and before the navigation season begins.

The following are parts and components that are to be supplied to Contractor by the CCG as part of Buoy and Beacon Maintenance Contract.

1. Plastic buoys (SB40 and SB75)
2. Mooring anchors (grapnel/rockbolt)
3. Mooring chain
4. Swivels, shackles
5. Buoy identification letters and numbers
6. Reflective tape for buoys

The delivery of equipment which the CCG undertakes to supply to the contractor shall be shipped to contractor at CCG's expense. All marine aids to navigation, equipment or other materials provided to the Contractor under the terms of this Contract shall remain the property of CCG.

Inspection

The Supervisor, AtoN 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 Statement of Work.

Contractor's Obligations

The Contractor must obtain and maintain all permits, licenses and certifications of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any changes imposed by such legislation or regulation. Upon request, the Contractor must provide a copy of any such permit, license or certification to Fisheries and Oceans Canada.

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

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

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 weights up to 90 kg. Lifting Capacity is determined by Transport Canada.

The Contractor shall provide suitable storage facilities acceptable to the Supervisor AtoN for the aids to navigation not in use, and in the event of a new contract being awarded to another party at the expiration, non-completion or cancellation of this Contract shall accord the new Contractor free access for inspecting and removing the aids to navigation, and free access to the aids to navigation for inspection thereof shall be accorded to any person who during the continuance of this Contract desires to consider a call made by the Supervisor AtoN for new tenders.

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

In the event of loss or damage to the aids to navigation 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 AtoN.

The Contractor shall return, in good condition, to CCG and as directed by the Supervisor AtoN at the termination of this Contract, the aids to navigation and all components, property, equipment, materials



and supplies of CCG and shall make good any loss or deficiency in respect thereto. Failure to return CCG equipment may result in delay or reduction of final payment. All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by CCG shall be the responsibility of the Contractor and used solely in connection with the Services required by this Contract.

The Contractor shall provide all labour, tools and equipment required to perform his/ her duties including a personal computer with an operation system of windows XP or higher, with the ability to connect to the internet.

The Contractor shall at all times keep a sufficient inventory of spares to ensure his/her ability to service the aids to navigation and that he shall inform the Supervisor AtoN of any need for additional spares in order to maintain this inventory.

The Contractor shall not assign or sub-contract any part of the service to be performed.

The contractor shall provide a suitable motor boat to perform the work specified in this contract as per Transport Canada rules and regulation.

The Contractor shall be responsible to inform the Supervisor AtoN if he/she recommends any changes to the number and configuration of aids to navigation based on his local knowledge of the changing conditions in the area.

The Contractor will inform the Supervisor, AtoN if any of the marine aids to navigation are missing, in poor condition or unfit for service immediately.

In the event of loss or damage to the marine aids to navigation, through negligence on the part of the Contractor, the Contractor will be required to repair or replace at their own expense to the satisfaction of the Supervisor, AtoN.

At the end of each year during the term of this Contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor AtoN of any aids to navigation unfit for service and if in the opinion of the Supervisor AtoN such aids to navigation are beyond economical repair, such aids to navigation shall be replaced by CCG.

The Contractor shall maintain the site of the aids to navigation in a clean and orderly condition and shall follow all Departmental directives given to him on the proper disposal of non-reusable equipment and materials.

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

Language of Work

The language of work and deliverables for this contract will be in English.

Security Requirements

There are no security requirements for this project.

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 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 contract award the successful bidder will be required to supply proof of insurance.

Travel and Living

No travel and living expenses will be covered by the Department under this contract.



ANNEX "B" BASIS OF PAYMENT

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.



ANNEX "C" INSURANCE CONDITIONS

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions. 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.



ANNEX "D" 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.



ANNEX "E" LIST OF CCG SUPPLIED EQUIPMENT

List of CCG-supplied equipment not to be substituted

- Small size plastic buoys (SB40 and SB75)
- Mooring anchors (grapnel and rockbolt)
- Mooring chain
- Swivels and Shackles
- Buoy identification letters and numbers
- Reflective tape for buoys



ANNEX “F” GUIDELINES FOR THE SAFE DEPLOYMENT AND RETRIEVAL OF FLOATING AIDS TO NAVIGATION

1. Contractors are to ensure that vessels used for aids to navigation buoy work are suitable and have the capability of handling aids to navigation in a safe manner.
2. Contractors are to ensure that all equipment utilized in the deployment or retrieval of floating aids to navigation is in safe working condition and operated only by a qualified and experienced individual. Contractors should know the working load limits of equipment utilized in the operation, and the load limits should not be exceeded. At no time shall a load be raised over the heads of individuals.
3. Contractors are to ensure that vessels used for aids to navigation buoy work comply with all acts and regulations, as they pertain to the size of the vessel.
4. Contractors are to ensure that persons performing buoy work are wearing appropriate protective/safety equipment i.e. PFD, safety boots and safety hat, as well as other Personal Protective Equipment (PPE) deemed necessary or required by federal and/or provincial labor codes.
5. Contractors are to ensure that weather and sea conditions are suitable for buoy handling. If weather and sea state are not suitable, contractors should wait for appropriate conditions.
6. Contractors are to assess the on-site conditions prior to deployment or retrieval operations to determine the safest means possible to approach the aid to navigation.
7. Contractors should ensure that moorings, stones and other buoy equipment are outside the vessel and well clear of persons before dropping on position.
8. Contractors are to ensure that all moorings, shackles and stones are visually inspected and are in good order prior to placing on position. Any equipment not in good order is to be reported and new replacements will be issued.
9. Contractors are to ensure that moorings, shackles and chafing equipment are properly fastened to the stone and buoy.
10. Contractors are to know the precise locations of where buoys are to be placed. If unsure, contractors shall wait until the proper positions have been determined.
11. Contractors are to ensure individuals that are involved in deployment of floating aids are familiar with and comply with these guidelines at all times.
12. Contractors are to determine that the floating aid is still on advertised position prior to commencing retrieval operations.
13. Contractors shall safely raise the buoy out of the water using a strap or sling through the lug located on top of the buoy. The strap or sling must be of sufficient strength to safely lift the buoy out of the water. All straps and slings used to lift buoys must have a load bearing strength suitable for the weight of the buoy. All straps and slings must be thoroughly inspected for any defects prior to use. Damaged straps and slings shall not be used to lift buoys.
14. Contractors should take in the existing slack on the mooring and then commence lifting the stone. Individuals should use caution not to step in the bight or mooring as this could possibly slip.
15. Contractors are to use caution that the mooring does not get tangled in the propeller.



16. Contractors should always be aware of their surroundings to ensure that the vessel does not drift on top of the hazard that is being marked by the floating aid.
17. During retrieval operations contractors are to ensure that the mooring stone is not fouled to the bottom.
18. While towing the mooring stone towards the shore contractors should keep to the deep water channel to prevent it from fouling in the bottom.
19. Contractors should have local knowledge of the area, have experience with marine operations, and know the state of water levels, water depth, and strength of current in the area.

These recommendations are not intended as a complete list but as an illustration of the type of precautions that should be taken for the safe deployment of buoys. It is the responsibility of the contractor to identify all potential hazards associated with the deployment of navigational buoys and to ensure strict compliance with all relevant Federal and/or Provincial OH&S legislative requirements. In the event of conflict between the safe deployment guidelines and the applicable legislation, the legislation will always take the precedence.

The hazards identified with retrieval operations of floating aids to navigation are not intended to be a complete list, therefore contractors are to utilize due prudence and display good seamanship. It is the responsibility of the contractor to identify all potential hazards associated with the retrieval of navigational buoys and to ensure strict compliance with all relevant Federal and/or Provincial OH&S legislative requirements. In the event of conflict between the safe retrieval guidelines and the various applicable legislation, the legislation will always take precedence.



ANNEX "G" SCHEDULE OF RATES AND PRICING SHEET

Please see attached Excel Spreadsheets



ANNEX "H" CONTRACTORS DECLARATION

CONTRACTOR'S DECLARATION:

EQUIPMENT

1. I own a motor vehicle capable of performing the tasks required in the terms of this contract.

2. I own a motor boat. Length_____ Beam_____ Horsepower_____

Is the vessel equipped with the minimum following electronics?	GPS <input type="checkbox"/>
	Depth Sounder <input type="checkbox"/>
	Other: _____

3. My boat is equipped with required safety equipment as per the Small Vessel Regulations; Canada Shipping Act 1.6

EXPERIENCE

- 1. I have passed an accredited boating safety test and am in possession of a Pleasure Craft Operator Card as per the Competency of Operators of Pleasure Craft Regulations.
- 2. I have experience navigating on the Yukon Lake System during all navigable conditions, i.e., low and high water.
- 3. I have References from similar work:

A. Type of work/ length of contract_____

Contact person_____ Company_____

Telephone_____

B. Type of work/ length of contract_____

Contact person_____ Company_____

Telephone_____



4. If you have not done similar work list two other recent references who have knowledge of your lake and river experience.

1) Name _____
Description of work _____

Address _____
Telephone _____

2) Name _____
Description of work _____

Address _____
Telephone _____

SIGNATURE

NAME

DATE



ANNEX “I” EVALUATION CRITERIA

PROPOSALS:

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided.

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 Contractor’s Declaration.

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:

The contractor will be selected on the basis of lowest bid, provided they meet all the Mandatory Criteria outlined above.