



**RETURN OFFERS TO:  
RETOURNER LES OFFRES A :**

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

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soumissionsMPO@dfo-mpo.gc.ca

**REQUEST FOR STANDING OFFER**

**DEMANDE D'OFFRES À  
COMMANDES**

Offer 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, services, and construction listed herein  
and on any attached sheets at the price(s) set  
out therefor.

Offre 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, services  
et construction énumérés ici sur toute  
feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

<b>Title – Sujet</b> Placing, Lifting/Removal, Maintaining and the Servicing of Buoys in the Atlantic South Region – <b>Nova Scotia</b>		<b>Date</b> November 18, 2016
<b>Solicitation No. – N° de l'invitation</b> F5211-160479		
<b>Client Reference No. - No. de référence du client</b> F5530-160138		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 EST (Eastern Standard Time) HNE (heure normale de l'Est) <b>On / le :</b> January 10, 2017		
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b>  Kimberly Walker Senior Contracting Officer Fisheries and Oceans Canada		
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|        | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.  |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Certification and any other annexes

### **1.2 Summary**

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.

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services. A Standing Offer will be for 2 years with the possibility of two (2) additional one (1) year option periods, at the discretion of Fisheries and Oceans Canada.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). The requirement is subject to a preference for Canadian goods and/or service.

### **1.3 Security Requirements**

There are no security requirements for this project.

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2016-04-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 01 – Integrity Provisions – Bid of 2006 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 200 referenced above is amended as follows:

Delete section 02 in its entirety.

### 2.2 Submission of Offers

Offers must be submitted only to the Department of Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

**Please note that DFO prefers receipt of proposals in soft copy (PDF Format only) 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) the onus is on the bidder to ensure that the bid is delivered on time to the location designated.**

### 2.3 Former Public Servant

Please see Annex H for details

### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer 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.**

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

**Section I: Technical Offer** (One (1) hard copy **OR** one (1) soft copy in PDF format)

**Section II: Financial Offer** (One (1) hard copy **OR** one (1) soft copy in PDF format)

**Section III: Certifications** (One (1) hard copy **OR** one (1) soft copy in PDF format)

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

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

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex "B", Basis of Payment". The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Payment by Credit Card**

Canada requests that Offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card is accepted:



Master Card \_\_\_\_\_

(b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
  
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **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 [M0220T \(2016-01-28\)](#), Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Former Public Servant**

Please see Annex H for details

#### **5.2.2 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### **5.2.3 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

#### **5.2.4 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.

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified herein.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **PART 6 - SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified herein.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **7.3.1 General Conditions**

[2005 \(2016-04-04\)](#) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

Section 11 – Integrity Provisions – Contract of 2005 referenced above is amended as follows:

Delete section 11 in its entirety.

#### **7.4 Term of the Standing Offer**

##### **7.4.1 Period of the Standing Offer**

###### **Location Contracts expiring January 2017**

The period for making call-ups against the Standing Offer is from February 1, 2017 to July 2, 2018, (17 months) with three (3) options to extend the Standing Offer, each for an additional one year period, at the discretion of Fisheries and Oceans Canada

###### **Location Contracts expiring July 2, 2017**

The period for making call-ups against the Standing Offer is from July 3, 2017 through to July 2, 2019, (24 months) with two (2) options to extend the Standing Offer, each for an additional one year period, 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.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three/two (3/2) one (1) year periods under the same conditions and at

the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority 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](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

## 7.6 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.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada

## 7.8 Call-up Procedures - Right of First Refusal

7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1 The Project Authority will provide the Offeror with the following information **in writing**:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B"

7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. **The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.**

7.8.1.4 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.

7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a Purchase Order Form.

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$450,000.00 (Applicable Taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever



comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Buoy Positioning Methods
- h) Annex D, Conditions for the use of DGPD
- i) Annex E, List of CCG Supplied Equipment;
- j) Annex F, Guidelines for the Safe Deployment and Retrieval of Floating Aids to Navigation;
- k) Annex G, Contracts Declaration
- l) Annex H, Former Public Servant Certification
- m) Annex I, Mandatory Evaluation Criteria
- n) Annex J, Schedule of Rates – attached

### 7.12 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer 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.**

### 7.14 Licensing

**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.**

### 7.15 SACC Manual Clauses

SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition  
SACC Manual clause [G5003C](#) (2014-06-26) Marine Liability Insurance

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## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

[2010C \(2016-04-04\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of [2010C \(2015-09-03\)](#), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

Section 27 – Integrity Provisions – Contract of [2010C \(2015-09-03\)](#) referenced above is amended as follows:

Delete section 27 in its entirety.

### **7.3 Term of Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.5 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.

### **7.6 Payment**

#### **7.6.1 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.

#### **7.6.2 Limitation of Price**

SACC Manual clause [C6000C \(2011-05-16\)](#) Limitation of Price  
Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **7.6.3 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 performed has been accepted by Canada.

## 7.7 Invoicing Instructions

7.7.1 Payments will be made provided that:

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

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

7.7.1.2 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.

## 7.8 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.

### 7.8.1 *Vessel Condition*

#### **SACC Manual clause [A9141C \(2008-05-12\)](#) Vessel Condition**

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the [Canada Shipping Act](#), S.C. 2001, c. 26

### 7.8.2 Marine Liability Insurance

#### **SACC Manual clause [G5003C \(2014-06-26\)](#) Marine Liability Insurance**

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, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and 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

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.

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## ANNEX "A" STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title

Placing, Lifting/Removal, Maintaining and the Servicing of Buoys in the Atlantic South Region - **Nova Scotia**.

#### 1.2 Standing Offer Period

##### **Location Contracts expiring January 31, 2017**

February 1, 2017 through to July 2, 2018 (17 months) with the possibility of three (3) additional one (1) year option periods, at the discretion of Fisheries and Oceans Canada

##### **Location Contracts expiring July 2, 2017**

July 3, 2017 through to July 2, 2019 (24 months) 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 DFO Obligations**

#### **3.1.1 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.

### 3.1.2 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.

## 3.2 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 the maximum size as indicated on a 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.**

### 3.2.1 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.

### 3.2.2 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



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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.

### **3.3 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.

### **3.4 Language of Work**

Both Official Languages

### **3.5 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://wwwapps.tc.gc.ca/saf-sec-sur/4/svcr-rcpb/eng/application-form>

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

## 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 and the buoy service report. 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.

### Please complete the applicable table

For Areas with **Standing Offers starting in February 2017**

Contract Area	Targeted Start Date of new Standing Offers
Nova Scotia	
Lingan	01-Feb-17
Louisbourg	01-Feb-17
Parrsboro	01-Feb-17

Area of bid submission - \_\_\_\_\_

Total Prices from the Schedule of Rates (excluding GST/ HST) as follows:

	Total Buoy Maintenance Cost
1. Initial Standing offer Period <b>February 1, 2017 to July 2, 2018 (17 months)</b>	\$ _____
(Initial Standing Offer Period will consist of three (3) payments July 2017, January 2018 and July 2018)	
2. 1 <sup>st</sup> Option Year <b>July 3, 2018 to July 2, 2019 (12 months)</b>	\$ _____
3. 2 <sup>nd</sup> Option Year <b>July 3, 2019 to July 2, 2020 (12 months)</b>	\$ _____
4. 3 <sup>rd</sup> Option Year <b>July 3, 2020 to July 2, 2021 (12 months)</b>	\$ _____

Please provide GST / HST # if Applicable -GST / HST# \_\_\_\_\_

If GST / HST not applicable, please provide SIN# \_\_\_\_\_

**For Areas with Standing Offers starting in July 2017**

Contract Area	Targeted Start Date of new Standing Offers
Nova Scotia	
Bickerton	03-Jul-17
Coddles Harbour	03-Jul-17
Country Island	03-Jul-17
Ecum Secum/Barren Island	03-Jul-17
St Peters Bay, NS	03-Jul-17

Area of bid submission - \_\_\_\_\_

Total Prices from the Schedule of Rates (excluding GST/ HST) as follows:

	Total Buoy Maintenance Cost
1. Initial Standing Offer Period <b>July 3, 2017 to July 2, 2019 (24 months)</b>	\$ _____
(Initial Standing Offer Period will consist of four (4) payments January 2018, July 2018, January 2019 and July 2019)	
2. 1 <sup>st</sup> Option Year <b>July 3, 2019 to July 2, 2020 (12 months)</b>	\$ _____
3. 2 <sup>nd</sup> Option Year <b>July 3, 2020 to July 2, 2021 (12 months)</b>	\$ _____

Please provide GST / HST # if Applicable -GST / HST# \_\_\_\_\_

If GST / HST not applicable, please provide SIN# \_\_\_\_\_

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## ANNEX "C" – 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' judgement, knowledge, experience and all practical means at his/her disposal to derive an accurate position under varying conditions.

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**ANNEX "D" – CONDITIONS FOR THE USE OF DGPD****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°. For receivers that accept even increments of 5, a value of 10° 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.

## **ANNEX “E” – LIST OF CCG SUPPLIED EQUIPMENT**

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

9. Mooring stones (concrete, granite or cast iron, steel serrated anchors)
10. Mooring chain: various diameters
11. Swivels, buoy bridle shackles, bow shackles, screw shackles and clinch shackles.
12. Buoy bridles
13. Counterweights: cast-iron rings & cast iron buoy balls
14. Buoy identification plate's c/w reflective tape, letters and numbers
15. Reflective tape for buoys
16. Solar Powered LED Lanterns

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## **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" – CONTRACTS DECLARATION****Contact Information**

<b>Name:</b>	
<b>Address:</b>	
<b>Phones:</b>	<b>Home</b>
	<b>Business</b>
	<b>Cell</b>
	<b>Fax:</b>
	<b>E-mail:</b>

**Intent to Subcontract? If so, please complete the following:**

<b>Name of Sub Contractor:</b>	
<b>Address:</b>	
<b>Phones:</b>	<b>Home</b>
	<b>Business</b>
	<b>Cell</b>
	<b>Fax:</b>
	<b>E-mail:</b>

**Buoy Lay Down Area**

What is the size of lay down area? Is it adequate for this contract?	
Description of lay down area.	<p>Is the terrain level? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Is the surface: Gravel <input type="checkbox"/> Concrete <input type="checkbox"/></p> <p>Paved <input type="checkbox"/> Grass <input type="checkbox"/></p> <p>Other <input type="checkbox"/> Specify: _____</p> <p>Accessible by Truck <input type="checkbox"/></p> <p>Photo of the Laydown Area Required.</p>
Ownership of the Laydown Area?	<p>Owned <input type="checkbox"/> Leased <input type="checkbox"/> 3<sup>rd</sup> Party Arrangement <input type="checkbox"/></p> <p><b>Require copy of written agreement to be attached.</b></p>

<b><u>Lantern Storage</u></b>	Under the care and control of the contractor <input type="checkbox"/>
Description of Storage Facility	Complete darkness <input type="checkbox"/>
	Cool Temperature <input type="checkbox"/>

**Vessel & Crew Information**

Name of Vessel:	_____
Port of Registry:	_____
Official No.:	_____
Vessel Licence No.:	_____
Vessel Characteristics:	Length: _____ Draught: _____ Breadth: _____ Gross Tonnage: _____
Hull Construction:	Wood <input type="checkbox"/> Fibreglass <input type="checkbox"/> Steel <input type="checkbox"/> Fibreglass over Wood <input type="checkbox"/> Other: _____
Is the vessel equipped with the following electronics?	GPS <input type="checkbox"/> Radar <input type="checkbox"/> DGPS <input type="checkbox"/> Depth Sounder <input type="checkbox"/> Other: _____
Describe the Lifting Gear on board the vessel, ie. Type, lifting capacity, etc.	
Number of Crew	

**OPTIONAL LAND BASED OPERATION - \*\*\*PARRSBORO\*\*\***

Describe the transportation method of buoy deployment (Attach narrative, if required).	
Number of Crew	
List Equipment being used	

**Buoy and Mooring Loading / Removal Procedure**

Describe the transportation method of buoy equipment to/from the vessel. (Attach narrative, if required).	
Where onboard the vessel are the buoys and moorings stored?	
What would be the total maximum weight of buoys, mooring chain and anchors carried onboard at any one time?	

**Buoy Deployment and Recovery Method**

What are the maximum sizes/weights included in the contract?	Buoys: _____ Anchor Stones: _____
Description of buoy deployment method. (attach narrative, if required).	
Description of buoy recovery method. (attach narrative, if required).	
Is vessel rigged to recovery both rope and chain mooring?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**I acknowledge that the information in this document is accurate.**

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

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

## ANNEX “H” – FORMER PUBLIC SERVANT CERTIFICATION

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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**

## ANNEX "I" – MANDATORY EVALUATION CRITERIA

### 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.
<b>M1</b>	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.		
<b>M2</b>	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.		
<b>M3</b>	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 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. **(All communication, acceptance or decline of a call-up, MUST be provided in writing.)**

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.



**ANNEX "J" – SCHEDULE OF RATES – ATTACHED**