



**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, NB E3C 2M6

Email - courriel: [DFOTenders-soumissionsMPO@dfo-mpo.gc.ca](mailto: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).

Comments: - Commentaries :

<b>Title – Sujet</b> The commissioning, servicing and decommissioning of floating aids to navigation (buoys) on Playgreen Lake - Lake Winnipeg, Manitoba		<b>Date</b> December 20, 2017
<b>Solicitation No. – N° de l'invitation</b> F5211-180021		
<b>Client Reference No. - No. de référence du client</b> F1710-180001		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à : 14:00</b> AST (Atlantic Standard Time)  <b>On / le :</b> January 30, 2018		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Kim Walker <b>Email – courriel:</b> <a href="mailto:DFOTenders-soumissionsMPO@dfo-mpo.gc.ca">DFOTenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, 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 (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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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 Trade Agreements**

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### **1.5 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](mailto: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](http://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) (<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 \(2016-04-04\)](#) 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 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later 8 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 hard copy **OR** one soft copy in PDF format)

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

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

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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, bidders should:

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

#### **Section I: Technical Bid**

In their technical bid, bidders should 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 D for details

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

- 4.2.1** Mandatory Technical Criteria  
SACC Manual Clause (A0031T) ([2010-08-16](#))



## PART 5 - CERTIFICATIONS

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

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

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

### 5.1 Certifications 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 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](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.

#### 5.1.2 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 5.2 Certifications Required with the Bid

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

### 5.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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

### 5.2.2 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 the 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 (2016-04-04), 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, 2018 through to March 31, 2019

#### 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](mailto: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 to be provided at contract award)**

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 to be provided at contract award)

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: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.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

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

### 6.10 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 (2016-04-04), General Conditions - Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Buoy Positioning Methods
- (f) Annex D, Conditions for the use of DGPD
- (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, Contracts Declaration
- (j) Annex H, Mandatory Evaluation Criteria
- (k) Annex "I" Schedule of Rates – ATTACHED
- (l) Annex "J" Buoy Checks, Maintenance, Service & Inspections – ATTACHED
- (m) Annex "K" List of Buoys – ATTACHED
- (n) Annex "L" Lantern Check Procedure – ATTACHED
- (o) Annex "M" Buoy & Anchor Drawings – ATTACHED

### 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](mailto: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](http://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 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.

## 6.14 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.**

## 6.15 SACC Manual Clauses

### 6.15.1 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

### 6.15.2 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.



## ANNEX "A" STATEMENT OF WORK

### TITLE

The commissioning, servicing and decommissioning of floating aids to navigation (buoys) on Playgreen Lake - Lake Winnipeg, Manitoba

### 1. OBJECTIVE

The scope of the contract's services includes the commissioning, servicing and decommissioning of floating aids to navigation (buoys) on Playgreen Lake - Lake Winnipeg, Manitoba. The contractor must also provide operational plans, reports and asset information in accordance with these specifications. In addition, the Contractor must communicate with appropriate Canadian Coast Guard (CCG) authorities to report outages and/or to report when services have been restored.

The CCG will supply all equipment (buoys, mooring, anchors etc.) to be installed for the contract, as well as spares and replacements for worn components. The Contractor will be provided with some spare materials to restore services.

### 2. CONTRACTING PERIOD

April 1, 2018 through to March 31, 2019 with the possibility of three (3) additional one (1) year option periods, at the discretion of Fisheries and Oceans Canada

Option periods if exercised will be April 1, 2019 through to March 31, 2020, April 1, 2020 through to March 31, 2021 and April 1, 2021 through to March 31, 2022

#### Project Work

Each year, the buoys are commissioned immediately after the lake is ice-free, and lifted at the end of the navigation season, shortly before freeze-in.

### 3. TASKS AND ACTIVITIES

#### 3.1 Commissioning

- Commissioning is the term for the activity or activities carried out at the start of the operational season, typically in spring, once the lake is ice free.
- Refer to Sect.7.1 for descriptions of Decommissioning activities.

#### 3.2 Decommissioning

- Decommissioning is the term for the activity or activities carried out at the end of the operational season, typically in fall, before freeze-up.
- Refer to Sect.7.2 for descriptions of Decommissioning activities.

#### 3.3 Servicing, unscheduled

An unscheduled servicing activity on a floating aid including the following unplanned work:

- Replacing a buoy which has been lost
- Checking and/or re-positioning a buoy which is reported to be off station;
- Checking and/or replacing the light (for lit buoys);

#### 3.4 Servicing, scheduled

A scheduled activity on a floating aid includes the following planned work:

- Completing planned cyclical checks and replacements of buoy moorings.



## 4. REPORTING REQUIREMENTS

### 4.1 Annual Work Plan

- The Contractor will be required to provide a plan for all annual planned work showing the scheduled dates for aids to navigation commissioning, servicing and decommissioning. This plan will be submitted, at the latest, 10 days before the first planned commissioning date or May 1st of each year, whichever is earlier.

### 4.2 Operational Reporting

- The Contractor shall keep the CCG representative informed daily during normal working hours on the status of commissioning/decommissioning activities.
- During the periods of commissioning and decommissioning activities, the Contractor will be responsible for advising, on a daily basis, the Marine Communications and Traffic Services office (MCTS) either on channel 16 VHF or by calling the applicable 1-800 number, of the progress of commissioning/decommissioning activities for each buoy or contract area. The MCTS officer will issue a notice to shipping (NOTSHIP) to advise mariners as required.

### 4.3 Inventory

- The contractor is responsible for the inventory management of all spare parts, consumables and assets, including recording and reporting requirements.
- The Contractor shall maintain a listing of all spare materials (chains, shackles, lights, etc.) and update the list as materials are consumed. The updated list is to be provided to CCG at the end of the contract period and biannually during the contract period: at the end of the operational season and at the start of the following operational season. The listing shall also track where and when spare materials are used and the disposal process (i.e. return to CCG or other).

### 4.4 Buoy Service Reports

- Whenever any on-water work is completed at a buoy (being established, replaced, moved, inspected etc.) the Contractor shall complete a "Buoy Service Report" (BSR) for each buoy. The form shall be duly signed by the Contractor and forwarded to the CCG representative. The data can be provided in hardcopy or by utilising a 'mobile' version of CCG's data system (SIPA).

## 5. MANDATORY REQUIREMENTS

- All vessels used for this contract shall be vessels registered in Canada in accordance with the Canada Shipping Act 2001.
- All vessels used for this contract shall be **fully decked**, as determined by Transport Canada.
- If more than 15 gross tonnage, the vessel shall be registered as a workboat or tug and have a valid ship inspection certificate issued by Transport Canada for the duration of this contract. If using a crane it must pass stability requirements.
- If less than 15 gross tonnage, it must be registered as a small commercial vessel and meet the applicable regulatory requirements for non-pleasure craft for the duration of this contract. If using a crane it must pass stability requirements. Only vessels enrolled in the Transport Canada 'Small Vessel Compliance Program' (SVCP) will be eligible to bid on the Request for Proposal (RFP).
- The authorized representative and/or master of the vessel (s) used in the performance of this Contract warrants that such vessel (s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act 2001 (CSA 2001). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA 2001.
- The vessel used for this contract must be licenced by Transport Canada so that it can legally and safely operate anywhere on Lake Winnipegosis.
- The vessel must be equipped with a crane or a lifting device capable of safely lifting the buoys and mooring equipment used on Lake Winnipegosis.
- The vessel used for this contract must carry a functional satellite phone at all times, when carrying out buoy operations on behalf of the CCG.



- Proof of ownership of vessels to be used, or written permission for their use on a 24 hour, 7 days per week basis, from the owner during the life of the contract.
- The vessel used for this contract must be covered with a \$2,000,000 (minimum) third party liability insurance. A proof of insurance will be requested at the beginning of each season.
- All costs incurred for executing the present contract, including to but not limited to ship safety inspections, permits, certificates, etc. shall be borne by the Contractor.

## 6. BUOY POSITIONING METHODS

### 6.1 Primary Positioning Method

- The positioning of aids to navigation shall always be made using DGPS (where available). If DGPS is not available, other positioning methods must be approved by CCG.
- Vessels using DGPS shall carry the appropriate equipment and the crew will be trained in its use. The equipment shall provide a positioning accuracy of the order of 5 m. The Contractor shall carry professional marine navigation type equipment.

### 6.2 Alternative Positioning Methods

- If DGPS is not available or appropriate, GPS in combination with one or more secondary methods must be used. The method to be used is indicated in the Buoy Data Card
- Secondary methods include soundings, radar bearings, compass bearings, local knowledge or other methods.
- Local knowledge is information about a waterway that local mariners and/or CCG personnel have developed with experience and which is usually not contained in official nautical documents.
- Any method of positioning other than those prescribed above must be approved by CCG prior to its use.

## 7. PLANNING & SCHEDULING

### 7.1 Commissioning

- In some areas, buoys form systems that are linked to other areas, and therefore must be commissioned in an orderly and systematic fashion. In addition, for commercial aids in areas subject to ice, the commissioning date is dependent on ice free conditions and will vary each year. The Contractor will liaise with the appropriate CCG office to determine the priorities and order of commissioning prior to commencing operations each spring.

### 7.2 Outage response

#### 7.2.1 Performance Levels

- It is the Contractor's responsibility to ensure that the maintenance and fault/failure restoration of all buoys is implemented to achieve the availability times listed below. Per IALA standards, availability is calculated over a 36 month service period using the following formula:  
$$A \text{ (Availability)} = (\text{Total time} - \text{Down Time}) / \text{Total time}$$

'Down time' is measured from the issuance to cancellation of the NOTSHIPS related to the service outage.

The required performance levels are related to 'aid importance' categories as follows:

Importance Category 1  
Availability: 99.8%  
Time to Repair: Two (2) Days

Importance Category 2  
Availability: 99.0%  
Time To Repair: Four (4) Days

Importance Category 3  
Availability: 97.0%  
Time to Repair: Six (6) Days
- Time to repair – time from notification of outage to restoration of full service



### 7.2.2 Outage Monitoring

- CCG issues Notices to Shipping (NOTSHIPS) in order to advise the marine public of hazards to navigation, defective aids to navigation and other important navigational information. These are published on CCG's webpage.
- The Contractor is expected to monitor the NOTSHIP page for his area of operation on a continuous basis and respond to outages which are advertised by NOTSHIP without additional direction from CCG.
- Notwithstanding above, the Contractor may receive notification of a discrepancy from one or more of the following prior to issuance of a NOTSHIP: the CCG Operations Centre, a CCG Base, a CCG Radio Station or other CCG representative.

### 7.2.3 Outage Response Availability

- The contractor must maintain a standby posture at all times during the life of the contract such that he is able to respond to discrepancies within the prescribed response time, as identified in 6.2.1.
- If the Contractor is unable to respond within the prescribed timeframe (due to adverse weather conditions or other circumstance) he shall advise the CCG representative, during normal working hours, and provide information on when he will be able to proceed with the servicing.
- The contractor is expected to have a means of contact on a 24hr/day, 7day/week basis.
- The contractor is expected to have a means of contact for his vessel(s) when it is involved in any activity that

## 8. WORK SPECIFICATIONS

### 8.1 Commissioning

8.1.1 'Year round' buoys: N/A

8.1.2 'Seasonal buoys':

- For a buoy which was completely lifted, place buoy in position and verify position is correct.
- Buoy placement and positioning shall be done in accordance with the Buoy Data Cards supplied by the CCG
- A Buoy Service Report (BSR) shall be filled for each buoy and forwarded to the CCG Superintendent or his representative. Alternatively, SIPA Mobile can be used, in which case an electronic file will be forwarded to the CCG upon completion of the commissioning operations. Any abnormal situation must be reported on the BSR or in SIPA Mobile.

8.1.3 'Seasonal buoys' in place year round: N/A

8.1.4 Lighted buoys:

- All buoy lanterns are self-contained units that include a solar panel, battery and light.
- As applicable, lanterns will be placed on the appropriate buoys during the commissioning process. Lanterns will be tagged and identified by buoy number when given to the contractor.
- Contractor will ensure that solar panel and lantern lens are free from dirt or other debris.
- Contractor shall ensure that after being placed on the buoy, the lantern is operating (cover sun switch) and displaying the proper flash characteristic.

### 8.2 Decommissioning

8.2.1 'Year round' buoys: Not Applicable

8.2.2 'Seasonal buoys':

- All buoys are to be lifted and stowed at the applicable buoy cache sites, and an inventory of cache sites maintained.
- All lanterns are to be removed from the buoys.
- A Buoy Service Report shall be filled for each buoy and forwarded to the CCG Superintendent or his representative. Alternatively, SIPA Mobile can be used, in which case an electronic file will be forwarded to the CCG upon completion of the decommissioning operations.





- Any breakdown or abnormal situation encountered during the decommissioning shall be reported to the CCG on the BSR form or with SIPA Mobile.

8.2.3 'Seasonal buoys' in place year round: N/A

### **8.3 Servicing, Unscheduled: Outages And Discrepancies**

8.3.1 Buoy off position:

- Restore buoy to correct position.

8.3.2 Buoy off position and lost:

- If a buoy is reported off position and is lost, replace buoy with complete assembly in correct position.

8.3.3. Buoy low / partially submerged or leaning:

- If a buoy is reported or found to be low in the water the buoy is to be inspected visually for a possible leak and for the presence of marine growth. If it appears that water is entering the hull of the buoy, the buoy will be replaced and returned to the CCG. If marine growth is causing the fault, the contractor shall clean the buoys and equipment as soon as possible with brushes and/or water sprayer.

8.3.4 Buoy in place but difficult to see:

- If an aid's light or daytime colour characteristic are obscured by bird guano or other debris. The contractor shall replace plastic buoys if discrepancies are detected that can alter their visual performance or floatability. Replace worn or damaged lettering.

8.3.5 Buoy lantern extinguished:

- Replace lantern with spare lantern. Check operation and confirm that characteristic is correct. Tag and return lantern to CCG Base.

8.3.6 Buoy Service Report

- Whenever service is provided between commissioning and decommissioning, a BSR must be filled in and forwarded to the CCG. Alternatively, SIPA Mobile can be used.

### **8.4 Servicing, Scheduled: Mooring Inspection / Replacement**

- Scheduled mooring inspection and replacement programs are performed on all buoy assemblies on a cyclical basis – the cycle varies depending on ice, water and current conditions. Note that buoys which are completely lifted each winter will be inspected onshore by CCG during winter layover; all other work is completed on the water.
- A mooring inspection requires a complete lifting of the buoy assembly; including the mooring and anchor, out of the water. Mooring chains or ropes, shackles, other fittings, counterweights and anchor blocks are inspected visually and/or measured with a template provided by CCG. Components will be reused or replaced depending on condition. Worn items are returned to the CCG.
- If buoys are replaced due to damage, a mooring inspection will be conducted and recorded at the same time.

## **9 MATERIAL HANDLING / TRANSPORTATION**

### **9.1 Material Handling / Storage**

- The Contractor will provide labour, material and equipment required to handle, transport buoys and equipment from the wharf / storage site to the location where work will be executed.
- Ground transportation shall be executed in compliance with any applicable provincial and municipal acts respecting (weight, width, height, and other requirements).
- 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.
- 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.

## **10 RESPONSIBILITY OF THE CANADIAN COAST GUARD**



### **10.1 The CCG shall provide the following:**

- An inventory of buoys, mooring equipment, lanterns and reflective material required for the contract
- Blank Buoy Service Report cards or access to SIPA mobile,
- Updated buoy data information (Buoy Data Cards) with such as position, length of mooring chain, etc.
- Software and training for SIPA mobile, upon request. However, the computer needed to operate the software shall be supplied by the Contractor.

### **11 Additional Contractor 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.**

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

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.

### **11 CCG INSPECTION**

- The CCG reserves the right to inspect the buoys as often as deemed necessary to verify their position and maintenance in accordance with the contract specifications.

### **12 CHANGE MANAGEMENT PROCEDURES**

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 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.

### **13 AMENDMENTS**

- During the term of this contract the CCG shall have the right to establish additional aids to navigation in the area covered by this contract. Canadian Coast Guard shall also maintain the right to discontinue any of the aids to navigation listed herein.
- If, during the period of this Contract, a buoy is added or taken away the cost per buoy price quoted will be adjusted accordingly. When and if a buoy is added it will be assessed at the cost quoted using the unit of weight measurement previously quoted on like buoys.

### **14 CROWN PROPERTY**

- All aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Canadian Coast Guard.
- All aids to navigation and all components, property, equipment, materials and supplies provided by the Department 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.





- All aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall be returned to the Canadian Coast Guard upon completion of the contract

#### **15 ASSIGNMENT AND SUB-CONTRACTS**

- The Contractor shall not assign or sub-contract any part of the service to be performed hereunder to a third party without the prior consent in writing of the Superintendent of Aids to Navigation and Waterways.

#### **16 ACRONYMS USED**

- BSR - Buoy Service Report
- CCG - Canadian Coast Guard
- SIPA – 'mobile' version of CCG's Aids to Navigation database system
- SVCP - Small Vessel Compliance Program' (SVCP)
- DGPS – Differential Global Positioning System
- GPS – Global Positioning System
- NOTSHIPS - Notices to Shipping
- SWL – Safe Work Load



**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 attached Schedule of Rates also**

Area of bid submission – Playgreen Lake - Lake Winnipeg

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

		Total Buoy Maintenance Cost
1. Initial Contract Period	<b>April 1, 2018 to March 31, 2019</b>	\$ _____
2. 1 <sup>st</sup> Option Year	<b>April 1, 2019 to March 31, 2020</b>	\$ _____
3. 2 <sup>nd</sup> Option Year	<b>April 1, 2020 to March 31, 2021</b>	\$ _____
4. 3 <sup>rd</sup> Option Year	<b>April 1, 2021 to March 31, 2022</b>	\$ _____

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

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

- Payment for the work shall be based on the Technical Data and Schedule of Rates attached hereto and shall be made upon submission of an invoice by the contractor for services tendered, half way through the navigation season and at the end of the navigation season, not in advance, all as certified by and to the satisfaction of the Superintendent of Aids to Navigation and Waterways.
- No amounts due shall be paid unless the Contractor has complied with all requirements for the submission of the "Buoy Service Reports (BSR)" using the mobile version of SIPA – Aids to Navigation database, or paper based BSRs.



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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.



## 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**

- Small size plastic buoys (0.3m Spar conical and 0.3m Spar can ORT buoys, and 0.25m spar can and 0.25m spar conical SB23 buoys).
- Mooring anchors (Concrete and DOR-MOR).
- Mooring chain.
- Swivels and Shackles.
- Buoy identification letters and numbers.
- Reflective tape for buoys.
- Lanterns for lighted buoys



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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**

Contractors are required to list and describe below, by category, the equipment, facilities and experience they have available to carry out the tasks outlined in the Statement of Work. The contractor understands and agrees that the Department may verify this information.

**Note to Contractor: Attach additional page(s) if more space is required to answer any of these questions.**

Vessel(s) - Provide the following information for each vessel proposed for use by the contractor:

Name of Vessel: \_\_\_\_\_

Vessel Type: \_\_\_\_\_

Length: \_\_\_\_\_

Beam: \_\_\_\_\_

Horsepower: \_\_\_\_\_

Winch: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Capacity: \_\_\_\_\_

**Storage of Seasonal Buoys & Lanterns**

The Contractor shall attach, as part of bid, a detailed plan of proposed location(s) for the storage of aids to navigation which requires removal for the winter season as identified in Appendix "B1". Storage location(s) to be approved by DFO prior to award of contract. All aids to navigation lanterns entrusted to the Contractor shall be returned to Selkirk Coast Guard Base at the end of each decommissioning season.

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**Lifting Capability**

Is/are your vessel(s) capable of lifting and transporting those buoys and anchors described in the Statement of Work Appendix "B"?

If "Yes", specify below or attach additional information if necessary.

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The statements made above are accurate and true.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature



**ANNEX "H" 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.

**Company Name:** \_\_\_\_\_

Mandatory Technical Criteria				
Item #	Criteria	Compliant		Reference to applicable page and
		Yes	No	
M1	All vessels used by the Bidder for this contract must be registered in Canada in accordance with the Canada Shipping Act 2001. The Bidder must provide proof of registration at bid closing.			
M2	The Bidder must complete and submit the Schedule of Rate Form attached			
M3	Bidder must provide proof of ownership of all vessel(s). <ul style="list-style-type: none"> <li>- In the event that the vessel(s) are rented by the bidder, the Bidder must provide proof of rental from the owner(s) of the vessels at bid closing.</li> <li>- In the event the vessel(s) is leased, the bidder must provide proof in the form of a lease signed agreement that they are insured to operate the vessel(s) either under the owner's insurance coverage or by obtaining their own insurance coverage.</li> </ul>			
M4	Bidder owning the vessel(s) must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements. <ul style="list-style-type: none"> <li>- In the event the vessel(s) is leased, the bidder must provide proof in that they are insured to operate the vessel(s) either under the owner's insurance coverage or by obtaining their own insurance coverage.</li> </ul>			



M5	<p><b>If more than 15 gross tonnage</b>, the vessel must be registered as a workboat or tug, bidder must provide a copy of a valid ship inspection certificate issued by Transport Canada at bid closing. - Link to TC Requirement for TC Certification for vessels of more than 15 Gross Tonnage  <a href="https://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-csv-15-150-1633.htm">https://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-csv-15-150-1633.htm</a></p>			
M6	<p><b>In addition to the Mandatory Technical Criteria item #3 in Part 5, a vessel of more than 15 gross tonnage using a crane</b> must pass stability requirements as required by the “Hull Construction Regulations”, pursuant to the Canada Shipping Act, 2001. Bidder must provide a copy of a valid certificate issued by Transport Canada prior to Contract Award. Link to TC Requirement for stability requirements for vessels of more than 15 Gross Tonnage  <a href="https://www.tc.gc.ca/media/documents/marinesafety/tp14619e.pdf">https://www.tc.gc.ca/media/documents/marinesafety/tp14619e.pdf</a></p>			
M7	<p>Cranes used on all the vessels used by the bidder must have a lifting capacity, Safe Work Load (SWL) sufficient to lift the heaviest chain and sinker(s) used in the area of operation. Bidder to provide SWL of their lifting apparatus</p>			
M8	<p>Bidder must provide a copy of the crew certificates as required by the Canada Shipping Act 2001 to operate the proposed vessels at bid closing. Safe Manning Requirements as per Section 202 of the Marine Personnel Regulations <a href="http://laws-lois.justice.gc.ca/eng/regulations/SOR-2007-115/FullText.html">http://laws-lois.justice.gc.ca/eng/regulations/SOR-2007-115/FullText.html</a></p>			

Signature : \_\_\_\_\_ Date \_\_\_\_\_



**ANNEX "I" Schedule of Rates – ATTACHED**

**ANNEX "J" Buoy Checks, Maintenance, Service & Inspections - ATTACHED**

**ANNEX "K" List of Buoys - ATTACHED**

**ANNEX "L" Lantern Check Procedure - ATTACHED**

**ANNEX "M" Buoy & Anchor Drawings - ATTACHED**