



**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).

<b>Title – Sujet</b> Placing, Lifting/Removal, Maintaining and the Servicing of Buoys in Pokemouche - New Brunswick		<b>Date</b> February 16, 2018
<b>Solicitation No. – N° de l'invitation</b> F5211-170789		
<b>Client Reference No. - No. de référence du client</b> F5530-170164		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 Atlantic Time  <b>On / le :</b> March 8, 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> Kimberly 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 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>) issued by Public Works and Government Services Canada.

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete section 01 in its entirety.

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

Delete section 02 in its entirety.



## 2.2 Submission of Bids

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

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

## 2.3 Enquiries - Bid Solicitation

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

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

## 2.4 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.

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

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

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

#### **Section II:     Financial 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) 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 J 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 Basis of Selection - Mandatory Technical Criteria**

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

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





## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

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

#### **5.1.1 Certifications Precedent to Contract Award**

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

##### **5.1.1.1 Insurance**

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

#### **5.1.2 Certifications Required with the Bid**

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

##### **5.1.2.1 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

##### **5.1.2.2 Supplementary Contractor Information**

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

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



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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory

**5.1.2.3 Former Public Servant**

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

**Definitions**

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a



result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

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

**As per the above definitions, is the Bidder a FPS in receipt of a pension?**

**Yes ( ) No ( )**

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

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

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

### **Work Force Adjustment Directive**

**Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?**

**Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

#### 6.3.1 General Conditions

[2010C \(2016-04-04\)](#), 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 contract period is estimated to be from the date of contract award to July 31, 2019 inclusive

### 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 (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**

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

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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



- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment (Schedule of Rates and Pricing Sheet);
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Conditions;
- (g) Annex E, Buoy Positioning Methods
- (h) Annex F, Conditions for the use of DGPD
- (i) Annex G, List of CCG Supplied Equipment;
- (j) Annex H, Guidelines for the Safe Deployment and Retrieval of Floating Aids to Navigation;
- (k) Annex I, Contracts Declaration
- (l) Annex J, Mandatory Evaluation Criteria
- (m) Annex K, Schedule of Rates – 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 - Specific Requirements G1001C (2013-11-06)**

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

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

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

### **6.14 SACC Manual Clauses**

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

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





## ANNEX "A" STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title

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

#### 1.2 Contract Period

The contract period is estimated to be from the date of contract award to July 31, 2019

#### 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 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.



## 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 contract 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 contract. 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 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.

## **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.

### **3.3 Contractor's Obligations**

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

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

- Ability to use DGPS (Differential Global Positioning System).



- Local knowledge of waterways and conditions where required and when specified in the Schedule of rates.
  - Handling/Lifting Capacity -must have the capabilities to place and lift/remove the range of buoy and stone weights varying in weight up to a maximum of 1850 Kg. Buoy and stone weights are in accordance with the Schedule of Rates. Lifting Capacity to be determined by Transport Canada.
  - Contractor to provide a proper lay down and storage area for the buoys and equipment, to the satisfaction of the Supervisor of Operations. If the lay down/storage area is not owned by the Contractor, written permission to use such property by the owner must be provided in the tender package submitted.
- NOTE: Costs associated with the certification will be the responsibility of the contractor.**

### 3.3.1 Equipment

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

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

### 3.3.2 Inspection

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

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

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

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

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

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

The Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of DFO (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations) and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

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



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

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

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

### **3.5 Language of Work**

Both Official Languages

### **3.6 Security Requirements**

There are no security requirements for this project.

### **3.7 Insurance Requirements**

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the contract 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 contract 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 contract period.

### **3.8 Travel and Living**

Transportation costs are the responsibility of the Contractor.

### **4.0 Project Schedule**

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

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

Links provided in both languages for the following:

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

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

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

#### ***Small Vessel Compliance Program (SVCP) Application Form***

<https://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 (April 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.

**BUOYS**

Total Prices (excluding GST/ HST) as follows:

Total Buoy  
Maintenance Cost

1. Contracting Period **March 2019 to July 31, 2019** \$ \_\_\_\_\_

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

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



## ANNEX “C” – INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

### 1. Definitions

1.1. “Contract” means “Purchase Order”.

1.2. “Buyer” means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

### 2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

### 3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

### 4. Proof of Insurance

Within ten (10) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

### 5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

### 6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

### 7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

### 8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$2,000,000.00.**

8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.



9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

**Minimum acceptable amount is \$2,000,000.00.**

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00.**





## ANNEX "D" - ADDITIONAL VESSEL CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
  - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
  - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
  - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not



been a part of this Agreement or Contract.

11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.



## ANNEX “E” – 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 "F" – 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 "G" LIST OF CCG SUPPLIED EQUIPMENT NOT TO BE SUBSTITUTED**

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



## **ANNEX “H” 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 "I" CONTRACTOR'S DECLARATION**

<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>

**Contact Information**

**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?	Owned <input type="checkbox"/> Leased <input type="checkbox"/> 3 <sup>rd</sup> Party Arrangement <input type="checkbox"/>  <b>Require copy of written agreement to be attached.</b>
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<b>Lantern Storage</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	

**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 "J" EVALUATION CRITERIA

**PROPOSALS:**

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

**MANDATORY REQUIREMENTS:**

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

Bids will be evaluated based on the information provided in the proposal and the completed Contractor's Declaration.

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

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The Bidder must complete and submit the Schedule of Rate Form(s) for the contract area they wish to bid on.		
M2	The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a standing offer as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.		
M3	The Bidder must submit the completed Contractors Declaration Document. This document confirms that the contractor meets the minimum equipment and experience requirements therein.		

**BASIS OF SELECTION:**

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