



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

Bid Receiving/Réception des soumissions

Email - courriel: DFOtenders-soumissionsMPO@dfompo.gc.ca & Stephane.Julien2@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 :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title – Sujet Placing, Lifting/Removal, Maintaining and the Servicing of Buoys on Lake Winnipegosis – Manitoba		Date February 26, 2020
Solicitation No. – N° de l’invitation FP802-200015		
Client Reference No. - No. de référence du client FP802-200015		
Solicitation Closes – L’invitation prend fin At / à : 2:00 PM, Eastern Daylight Time (EDT) On / le : April 7, 2020		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Stephane Julien Email – courriel: Stephane.Julien2@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l’entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d’imprimerie)		
Signature	Date	



May 2018 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security clearances requirements , but there are security requirements indicated in Section 6.1 for this requirement.

1.2 Statement of Work

The Work to be performed is detailed under the Statement of Work at Annex "A".

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 Canadian Free Trade Agreement; Canada-Chile Free Trade Agreement; Comprehensive and Progressive Agreement for Trans-Pacific Partnership; Canada-Colombia Free Trade Agreement; Canada-European Union Comprehensive Economic and Trade Agreement (CETA); Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; North American Free Trade Agreement; Canada Panama Free Trade Agreement; Canada-Peru Free Trade Agreement; Canada-Ukraine Free trade agreement and the World Trade Organization Agreement on Government Procurement (WTO-AGP).



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 \(SACC\)](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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;



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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Manitoba.

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 (1) one soft copy in PDF format by email

Section II: Financial Bid (1) one soft copy in PDF format by email

Section III: Certifications (1) one soft copy in PDF format by email

Section IV : Additional information (1) one soft copy in PDF format by email

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.

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

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 (Annex B).

Section III: Certifications

Bidders must submit the certifications and additional information 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

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.

The Crown reserves the right to validate all information provided in the bid.

The Bidder must 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.

The Bidder must provide in their bid the evidence that he or she meets each criterion mandatory mentioned below.

The following mandatory criteria will be assessed:

No.	Mandatory Requirement	Criteria Met (✓)	Proposal Cross-reference Page
M1	The Bidder MUST complete and submit at or before Bid Close date, by the Schedule of Rate Form(s) identified as ANNEXE B-1.		
M2	The Bidder MUST provide at or before Bid Close date, 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.		
M3	The Bidder MUST submit by at or before Bid Close date, the completed Contractors Declaration Document "ANNEX H". This document confirms that the contractor meets the minimum equipment and experience requirements therein.		



4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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 AND ADDITIONAL INFORMATION

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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.



5.2.3 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.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.3.2 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"

Print Name of Signatory

Signature



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 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 6.1.2 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 6.1.3 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- 6.1.4 Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

The Contractor must perform the work detailed under Annex "A" Statement of Work.

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.

6.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Subsection 10 of 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: **2010B 10** (2013-03-21) Invoice submission

Insert: Invoice submission

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;



- e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2021 inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods, 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephane Julien
Title: Senior Contracting Officer
Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street, (9E0254)
Ottawa, ON K1A 0E6
Telephone: 343-548-5181
E-mail address: stephane.julien2@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: *(to be provided at the time of 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 - *(to be provided at the time of 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 \$ \$ **(To be inserted at contract award)**. Customs duties are included 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

6.7.2.1 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.3 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the contract below if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);
- c. Wire Transfer (international only)

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the required reports (if applicable)

6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca & and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

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 Manitoba.

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 2010B (2018-06-21) - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s).*

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

The Contractor must comply with the insurance requirements specified in Annex 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.

6.13 SACC Manual Clauses

A9141C (2008-05-12) Vessel Condition



ANNEX «A » -STATEMENT OF WORK

1. TITLE

Placing, Lifting/Removal, Maintaining and the Servicing of Buoys on Lake Winnipegosis – Manitoba.

2. BACKGROUND

The department of Fisheries & Oceans Canada (DFO), & Canadian Coast Guard (CCG) maintains a Seasonal Aids to Navigation System, consisting of fifty-three (53) unlighted buoys, and fourteen (14) lighted buoys on Lake Winnipegosis in Manitoba. The buoys are deployed in May or early June, just after the ice recedes and are checked for correct position once a month until they are recovered and stored in November, shortly before freeze up. In addition to these planned monthly checks; repairs and repositioning are done as required.

3. OBJECTIVES OF THE REQUIREMENT

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

4. BACKGROUND, ASSUMPTIONS AND SPECIFIC SCOPE OF THE REQUIREMENT

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

4.2 General Description of the Work:

- 4.2.1 Place buoys on position in accordance with navigational season;
- 4.2.2 Lanterns to be placed on the appropriate buoys;
- 4.2.3 Maintain position and operation of buoys and lanterns;
- 4.2.4 Change lanterns as required;
- 4.2.5 Lift/remove/change buoys as required;
- 4.2.6 Repair and reposition buoys as required; et
- 4.2.7 Submits Buoy Service Reports through SIPA mobile (the aids to navigation database)

5. TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

5.1 The Contractor must ensure all buoys, moorings and lanterns are in proper working order before replacing them in position at the beginning of the navigation season.

5.2 At the beginning of each navigation season or as directed by the Supervisor AtoN, the contractor must place the seasonal buoys on their advertised position and ensure the work is complete prior to the commencement of the navigation 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.

5.3 The Contractor must immediately notify the Supervisor AtoN when the buoys are in position for the season and when they are lifted at the end of the season.

5.4 The Contractor must inspect all buoys monthly or more often (especially following periods of bad weather, ice conditions etc.) as required to determine that they are in their correct positions



and that the lights, reflective tape and numbers are functioning properly.

- 5.5 The Contractor must, as part of this contract, lift, tow, land, dock, and replace in proper positions such buoys that require repairs, renewal, or repositioning, during the navigation season as often as is necessary. If any buoy or its mooring is lost and not recoverable through no fault of the Contractor, he/she must immediately notify the Supervisor AtoN by e-mail or telephone.
- 5.6 If a buoy is out-of-position and cannot be repositioned within 72 hours due to sea or weather conditions, the Contractor must immediately notify the Supervisor AtoN by e-mail or telephone of the approximate position of the buoy. He/she must again notify the Supervisor AtoN when he/she has repositioned the buoy.
- 5.7 Buoy positions must be checked using the information provided on the Buoy Data Card in the Aids Program Information System (SIPA).
- 5.8 The Contractor must 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.
- 5.9 At the end of the navigation season or as directed by the Supervisor AtoN the Contractor must lift the buoys complete with their moorings and deliver them to the road access only, Coast Guard navaid shed locate in the village of Winnipegosis.
- 5.10 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 must 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.
- 5.11 The following types of work are fair and reasonable indications of the maintenance and repairs which are to be carried out by the Contractor:
- 5.11.1. Replacement of worn or broken moorings
 - 5.11.2. Replacement of worn or torn reflective tape, letters and numbers
 - 5.11.3. Verify buoy colour is not obscured by dirt, debris or guano and clean buoy as required
 - 5.11.4. Ensure that solar panels and lantern lenses are free from dirt or debris
 - 5.11.5. Ensure lanterns are operating (cover sun switch) and displaying the proper flash characteristic and colour
- 5.12 This is not intended as a complete list of the Contractor's duties but is intended merely to illustrate the types of repair and maintenance which the Contractor is expected to perform.

6. WORK SPECIFICATIONS FOR BUOYS

- 6.1 A "maintained buoy" is a buoy for which the Contractor:
- 6.1.1 Checks the position and operation
 - 6.1.2 Places/removes on/from station and repositions as required during the navigational season.
 - 6.1.3 Carries out maintenance



7. BUOY POSITIONING METHOD

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

8. REPORTING REQUIREMENTS

- 8.1 Following the commissioning of the buoys, after each monthly inspection, following decommissioning or whenever any on-water work is completed on a buoy (replaced, moved, inspected etc.) a "Buoy/Beacon Service Report (BSR)" must be submitted for each buoy at each visit through SIPA mobile. Buoy positions must be verified using the information provided on the Buoy Data Card in SIPA.
- 8.2 The Contractor must keep the Supervisor AtoN informed daily during normal working hours on the status of commissioning/decommissioning activities. He/she is also responsible for advising, on a daily basis the Marine Communications and Traffic Services office (MCTS) either on channel 16 VHF or by calling 1-800-265-0237 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.
- 8.3 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 at: <http://www.gc.dfo-mpo.gc.ca/NOTSHIP/NoticesAvis.aspx?region=CENTRAL&lang=ENG>; Series C – Great Lakes Basin, Trent Severn Waterway and Lake Winnipeg; Area - LAKE WIINIPEGOSIS. The Contractor is expected to monitor the NOTSHIP page for his/her 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. The contractor is expected to respond to an outage as soon as possible, and that weather permits. Once an outage has been resolved, the contractor will call the MCTS station to close the NOTSHIP.

9. DFO, CCG OBLIGATIONS EQUIPMENT

- 9.1 CCG will supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor AtoN, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 9.2 As long as it pertains to the fulfilment of this contract, the Contractor must have full use of the Coast Guard navaid shed located in the village of Winnipegosis. Provided a reasonable amount of electric power is used by the contractor, the Coast Guard will assume the monthly invoice for electric consumption for the shed.
- 9.3 The Supervisor AtoN will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the service to be performed under this contract.
- 9.4 The Supervisor AtoN will provide SIPA mobile software and training to the Contractor locally, at a date and time agreed upon by both parties and before the navigation season begins.
- 9.5 The following are parts and components that are to be supplied to the Contractor by the CCG as part of this Buoy Maintenance Contract:



- 9.5.1 Plastic buoys (Plastic (ORT), SB23 and SB40)
- 9.5.2 Mooring anchors (DOR-MOR)
- 9.5.3 Mooring chain
- 9.5.4 Swivels, shackles
- 9.5.5 Buoy identification letters and numbers
- 9.5.6 Reflective tape for buoys
- 9.5.7 Buoy lanterns
- 9.5.8 Spare components and reflective tape

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

10. INSPECTION

The Supervisor, AtoN has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications described in this Statement of Work.

11. CONTRACTOR'S OBLIGATIONS

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

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

- 11.2 Should there be any change to the crew or vessel during the contracting period, (name and information originally submitted by the bidder) the contractor must notify the Project Authority immediately.
- 11.3 Local knowledge of waterways and conditions where required, as specified in the Schedule of rates.
- 11.4 Handling/Lifting Capacity - must have the capabilities to place and lift/remove the range of buoy and weights up to 124 kg. Lifting Capacity is determined by Transport Canada.
- 11.5 The Contractor must provide all labour, tools and equipment required to perform his/ her duties including a personal computer with an operation system of windows 7 or higher, with the ability to connect to the internet.
- 11.6 Whenever any on-water work is completed at a buoy (being commissioned, decommissioned, replaced, moved, inspected etc.) the Contractor must complete a "Buoy Service Report" (BSR) for each buoy through SIPA mobile.
- 11.7 In the event of loss or damage to the aids to navigation through negligence on the part of the Contractor, the Contractor must make good such loss or damage, all at the cost and expense of the Contractor and to the satisfaction of the Supervisor AtoN.
- 11.8 At the end of each year during the term of this Contract or at the end of the season of navigation in each such year, the Contractor must advise the Supervisor AtoN of any aids to navigation



unfit for service and if in the opinion of the Supervisor AtoN such aids to navigation are beyond economical repair, such aids to navigation must be replaced by CCG.

- 11.9 The Contractor must return, in good condition, to CCG and as directed by the Supervisor AtoN at the termination of this Contract, the aids to navigation and all components, property, equipment, materials and supplies of CCG and must make good any loss or deficiency in respect thereto. Failure to return CCG equipment may result in delay or reduction of final payment.
- 11.10 The Contractor must at all times keep a sufficient inventory of spares to ensure his/her ability to service the aids to navigation and that he must inform the Supervisor AtoN of any need for additional spares in order to maintain this inventory.
- 11.11 The Contractor must not assign or sub-contract any part of the service to be performed.
- 11.12 The contractor must provide a suitable motor boat to perform the work specified in this contract as per Transport Canada rules and regulation.
- 11.13 The Contractor must be responsible to inform the Supervisor AtoN if he/she recommends any changes to the number and configuration of aids to navigation based on his local knowledge of the changing conditions in the area.
- 11.14 The Contractor must maintain the navaid shed in a clean and orderly condition and must follow all Departmental directives given to him/her on the proper disposal of non-reusable equipment and materials.
- 11.15 Should a buoy be removed from a contract area permanently an amendment will be issued to the contractor reducing the amount of the contract by the Contracting Authority. Likewise, should a buoy be added to a contract area an amendment will be issued increasing the amount of the contract. Amounts will be based on bids submitted by the contractors.

12. LANGUAGE OF WORK

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

13. INSURANCE REQUIREMENTS

- 13.1 The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under any related contracts.
- 13.2 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.
- 13.3 Upon contract award the successful bidder will be required to supply proof of insurance.

14. TRAVEL AND LIVING

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



ANNEX «B » - BASIS OF PAYMENT

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

Please see attached Excel Spreadsheet - Schedule of Rates and Pricing Sheet ANNEXE B-1 below.

TECHNICAL DATA and SCHEDULE OF RATES FOR BUOYS

The following is a list of the buoys that are covered by the Contract. (The Annual Unit Cost Column is to be completed by the contractor as part of this tender for the *NOTE; mooring components including chain, shackles and counterweight vary for each site, to a maximum combined weight of 21 kg (weight of buoy and

LL/JUL #	NAME	DESIGNATOR	CHART	LOCATION	BUOY TYPE	MOORING	ANCHOR	COLOR	POSITION	ANNUAL UNIT COST FIRST YEAR	ANNUAL UNIT COST OPTION YEAR 1	ANNUAL UNIT COST OPTION YEAR 2	ANNUAL UNIT COST OPTION YEAR 3
1625,500	Weasel Island Reef light buoy	K4	6271	SE of Island	0.3m Spar-Conical Plastic (ORT) weight 39 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 62 kg	Red	51°40'40.00"N 99°42'41.00"W				
1626,000	Mapes Reef light buoy	KD3	6271		0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 6.1 m diameter 12.7 mm	DOR-MOR 62 kg	Green	51°40'31.00"N 99°52'43.00"W				
1635,100	Genisky Rock light buoy	K8	6272	At entrance of Duck Bay	0.3m Spar Conical (ORT) weight 39 kg	Chain length 6.7 m diameter 12.7 mm	Dor-MOR 62 kg	Red	52°11'44.40"N 100°07'12.60" W				
1635,200	Duck Bay Point light buoy	K9	6272	At entrance of Duck Bay	0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 6.7 m diameter 12.7 mm	DOR-MOR 64 kg	Green	52°11'22.80"N 100°08'04.56" W				
1635,500	Five Mile Reef light buoy	KA2	6272	SE of Duck Bay	0.3m Spar-Conical Plastic (ORT) weight 39 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 62 kg	Red	52°07'30.00"N 100°04'00.00" W				
1635,800	Barrel Reef light buoy	KC2	6272		0.3m Spar-Conical Plastic (ORT) weight 39 kg	Chain length 12.2 m diameter 12.7 mm	DOR-MOR 62 kg	Red	52°13'18.00"N 100°04'40.00" W				
1635,920	Wade Point Reef light buoy	KE2	6272	Wade Point Reef	0.3m Spar-Conical Plastic (ORT) weight 39 kg	Chain length 6.1 m diameter 12.7 mm	DOR-MOR 64 kg	Red	52°14'57.6"N 99°54'24.12"W				
1636,000	Half Moon Island light buoy	K11	6272	SW of island	0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 62 kg	Green	52°23'10.00"N 100°01'49.00" W				
1637,000	Papoose Channel light buoy	K21	6272	Papoose Channel	0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 62 kg	Red	52°24'14.00"N 100°01'06.00" W				
1637,500	Papoose Channel light buoy	K24	6272	Papoose Channel	0.3m Spar-Conical Plastic (ORT) weight 39 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 62 kg	Green	52°24'52.5"N 100°01'04.8"W				

1638,300	Papoose Channel light buoy	K29	6272	NW of Dog Island	0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 4.6 m diameter 12.7 mm	DOR-MOR 62 kg	Green	52°26'12.00"N 100°00'42.00" W			
1639,500	Papoose Channel light buoy	K35	6272	W of Morris Island	0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 62 kg	Red	52°27'31.00"N 99°59'48.00"W			
1639,900	Papoose Channel light buoy	K43	6272	E of Baseline Point	0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 4.6 m diameter 12.7 mm	DOR-MOR 62 kg	Red	52°29'22.90"N 99°58'34.00"W			
1869,100	Cormorant Island light buoy	JA10	6273	Near SW tip of Cormorant Island (Cormorant Point)	0.3m Spar Can-Plastic (ORT) weight 39 kg	Chain length 6.1 m diameter 12.7 mm	DOR-MOR 64 kg	Green	52°51'04.00"N 99°57'36.00"W			
9844,000	Devils Gap	J7	6273	S of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 4.3 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°46'20.00"N 100°03'00.00" W			
9845,000	Devils Gap	J9	6273	S of Devils Point	0.25m SB 23 Spar Can Plastic weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°46'30.00"N 100°03'03.00" W			
9846,000	Devils Gap	J11	6273	S of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°46'39.00"N 100°03'04.2"W			
9847,000	Devils Gap	J13	6273	S of Devils Point	0.25m SB 23 Spar Can Plastic weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°46'48.00"N 100°03'06.00" W			
9848,000	Devils Gap	J15	6273	S of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°47'00.00"N 100°03'09.00" W			
9849,000	Devils Gap	J17	6273	S of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°47'14.00"N 100°03'11.00" W			
9850,000	Devils Gap	J19	6273	S of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°47'24.00"N 100°03'12.00" W			
9851,000	Devils Gap	J21	6273	SE of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°47'36.00"N 100°03'14.1"W			
9852,000	Devils Gap	J23	6273	E of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°47'48.00"N 100°03'16.00" W			

9853.000	Devils Gap	J25	6273	N of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°47'58.00"N 100°03'18.00" W			
9854.000	Devils Gap	J27	6273	N of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°48'09.00"N 100°03'38.00" W			
9855.000	Devils Gap	J29	6273	N of Devils Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°48'22.98"N 100°04'03.00" W			
9856.000	Spruce Island Channel	J35	6274	E of Cameron Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'47.00"N 100°30'44.00" W			
9857.000	Spruce Island Channel	J37	6274	Cameron Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'40.00"N 100°31'45.00" W			
9858.000	Spruce Island Channel	J39	6274	Cameron Point	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32kg	Green	53°00'30.6"N 100°33'21.00" W			
9859.000	Spruce Island Channel	J41	6274	S of Spruce Island	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'58.98"N 100°33'52.5"W			
9860.000	Spruce Island Channel	J43	6274	Spaces	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 4.6 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'58.2"N1 100°34'15.00" W			
9861.000	Spruce Island Channel	J45	6274	S of Spruce Island	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'52.98"N 100°34'41.0"W			
9862.000	Spruce Island Channel	J47	6274	S of Spruce Island	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'46.92"N 100°35'12.0"W			
9863.000	Spruce Island Channel	J49	6274	S of Spruce Island	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'40.5"N 100°35'44.1"W			
9864.000	Spruce Island Channel	J51	6274	SW pf Spruce Island	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'27.72"N 100°36'49.80" W			
9864.002	Spruce Island Channel	J52	6274	Spruce Island Channel - just off reef	0.25m SB 23 Spar Conical Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Red	53°00'33.72"N 100°36'48.24" W			

9865.000	Spruce Island Channel	J53	6274	SW of Spruce Island	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°00'36.0"N 100°37'36.6"W			
9866.000	Spruce Island Channel	J55	6274	SW of Spruce Island	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 32 kg	Green	53°01'03.3"N 100°38'08.16" W			
9867.000	Cormorant Channel	JA5	6273	W of Cormorant Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 6.1 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°50'23.00"N 99°57'51.9"W			
9868.000	Cormorant Channel	JA7	6273	W of Cormorant Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 6.1 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°50'36.00"N 99°57'55.2"W			
9869.000	Cormorant Channel	JA9	6273	W of Cormorant Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 6.1 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°50'45.00"N 99°57'57.00"W			
9870.000	Cormorant Channel	JA11	6273	W of Cormorant light	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°51'06.00"N 99°58'02.00"W			
9871.000	Cormorant Channel	JA13	6273	W of Cormorant light	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°51'20.00"N 99°58'05.00"W			
9872.000	Cormorant Channel	JA15	6273	NW of Cormorant light	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°51'36.00"N 99°58'07.8"W			
9873.000	Cormorant Channel	JA17	6273	E of Grand Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°51'44.00"N 99°58'09.00"W			
9874.000	Cormorant Channel	JA19	6273	E of Grand Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°51'54.00"N 99°58'11.00"W			
9875.000	Cormorant Channel	JA21	6273	NE of Grand Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°52'03.00"N 99°58'11.00"W			
9876.000	Cormorant Channel	JA23	6273	NE Grand Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°52'14.00"N 99°58'12.00"W			
9877.000	Cormorant Channel	JA25	6273	NE Grand Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 6.1 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°52'27.00"N 99°58'14.00"W			

9878,000	Cormorant (Blind) Reef	JC1	6273	S of Cormorant Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 64 kg	Green	52°48'31.8"N 99°55'25.62"W			
9879,000	Dawson Bay (Whitefish Point)	JD3	6274	Entrance to Whitefish Harbour	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°58'14.3"N 100°57'56.4"W			
9880,000	Dawson Bay (Whitefish Point)	JD4	6274	Entrance to Whitefish Harbour	0.25m SB 23 Conical Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Red	52°58'17.88"N 100°57'56.00" W			
9881,000	Dawson Bay (Whitefish Point)	JD5	6274	Entrance to Whitefish Harbour	0.25m SB 23 Spar Can Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°58'21.00"N 100°57'19.98" W			
9882,000	Dawson Bay (Whitefish Point Harbour)	JD6	6274	Entrance to Whitefish Harbour	0.25m SB 23 Spar Conical Plastic - weight 43 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Red	52°58'22.00"N 100°57'16.8"W			
9883,000	Papoose Channel	K13	6272	W of Half Moon Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°23'27.00"N 100°01'38.52" W			
9884,000	Papoose Channel	K15	6272	W of Half Moon Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°23'45.00"N 100°01'27.12" W			
9885,000	Papoose Channel	K17	6272	NW of Half Moon Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 4.6 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°23'57.00"N 100°01'18.12" W			
9886,000	Papoose Channel	K23	6272	Dog Point Range	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°24'34.8"N 100°01'10.08" W			
9887,000	Papoose Channel	K25	6272	Dog Point Range	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°25'12.24"N 100°01'12.96" W			
9888,000	Papoose Channel	K27	6272	Dog Point Range	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°25'42.00"N 100°01'02.00" W			
9890,000	Papoose Channel	K31	6272	SW of Morris Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.7 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°26'38.00"N 100°00'26.00" W			
9891,000	Papoose Channel	K33	6272	W of Morris Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°27'06.00"N 100°00'06.00" W			

9893,000	Papoose Channel	K37	6272	W of Morris Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 4.6 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°28'00.00"N 99°59'30.00"W					
9894,000	Papoose Channel	K39	6272	NW of Morris Island	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°28'28.00"N 99°59'12.00"W					
9895,000	Papoose Channel	K41	6272	E of Baseline Point	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 5.5 m diameter 12.7 mm	DOR-MOR 32 kg	Green	52°28'57.00"N 99°58'54.00"W					
9901,000	Mossey River	KD5	6271	NW of Maples Reef	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 64 kg	Green	51°39'44.00"N 99°54'12.00"W					
9902,000	Mossey River	KD7	6271	Corner on Range Mossey Rive	0.4m SB 40 Can Plastic - weight 10.4 kg	Chain length 3.0 m diameter 12.7 mm	DOR-MOR 62 kg	Green	51°39'27.00"N 99°54'22.00"W					
TOTAL PER YEAR														
										CAD	CAD	CAD	CAD	CAD



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat F1710 - 2000.5
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries & Oceans Canada		Branch or Department / Division générale ou Division Canadian Coast Guard	
Subcontract Number / Numéro du contrat de sous-traitance		Name and Address of Subcontractor / Nom et adresse du sous-traitant	
Brief Description of work / Brève description du travail Buy Service Contract for the provision of floating aids to navigation on Lake Winnipegosis, Manitoba.			
a) Will the supplier require access to Controlled Data? Le fournisseur aura-t-il accès à des renseignements contrôlés?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
b) Will the supplier require access to unclassified military technology data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont sujettes aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
c) Indicate the type of access required / Indiquer le type d'accès requis			
d) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau de la question 7. c)		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
e) Will the supplier and its employees (e.g. stevedores, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. manutentionnaires, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
f) Is this a commercial contract or delivery requirement with no overnight storage? S'agit-il d'un contrat de livraison ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
g) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
No release / À ne pas diffuser <input type="checkbox"/>		Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :		Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
8. Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIED <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTRICTED <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGHT) / TRÈS SECRET (SIGHT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGHT) / TRÈS SECRET (SIGHT) <input type="checkbox"/>	
	NATO SECRET <input type="checkbox"/>		
	COSMIC TOP SECRET <input type="checkbox"/>		
	COSMIC TRÈS SECRET <input type="checkbox"/>		

TINVEST 240 (03/2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat F1710-20003
Security Classification / Classification de sécurité

Part 1 - Information / Partie 1 - Informations

10. Will the supplier require access to PROTECTED or CLASSIFIED information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC protégés PROTEGES ou CLASSIFIES?

If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité

10. Will the supplier require access to sensitive PROSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens PROSEC de nature substantiellement sensible?

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

Part 2 - Personnel Screening / Partie 2 - Vérification du personnel

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS CODE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments / Commentaires spéciaux: Nil

NOTE: Multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used in portions of the work?
Du personnel sans autorisation adéquate peut-il se voir confier des parties du travail?

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

Part 3 - Information Handling / Partie 3 - Règles de protection d'information

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTEGES ou CLASSIFIES?

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, repair, repair and modification) of PROTECTED or CLASSIFIED require employment on-site at the supplier's site or premises?
Les installations du fournisseur seront-elles à la production (fabrication ou réparation ou modification) de matériel PROTEGE ou CLASSIFIE?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker des renseignements ou des données PROTEGES ou CLASSIFIES?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

Telus/CT 248-888-8888

Security Classification / Classification de sécurité





Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro de contrat F1710-20003 Security Classification / Classification de sécurité

SECURITY CLASSIFICATION SUMMARY CHART

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's office or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisis dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	NORTH AMERICA			EUROPE					ASIA					
	A	B	C	Confidential / Confidentiel	Secret	TOP SECRET / TRÈS SECRET	SECRET / SECRET	CONFIDENTIAL / CONFIDENTIEL	TOP SECRET / TRÈS SECRET	SECRET / SECRET	CONFIDENTIAL / CONFIDENTIEL	TOP SECRET / TRÈS SECRET	SECRET / SECRET	CONFIDENTIAL / CONFIDENTIEL
Information Systems / Systèmes d'information														
Personnel / Personnel														
Facilities / Installations														
Documents / Documents														

10. Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail est-elle présentée (VERN) et/ou est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la zone intitulée « Classification de sécurité » au haut et au bas du formulaire.

11. Is the documentation attached to this SRCL PROTECTED and/or CLASSIFIED?
La documentation associée à la présente (VERN) est-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la zone intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX “D” – INSURANCE CONDITIONS

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions. Additionally, the following conditions must be met:

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada as represented by the Minister of Fisheries and Oceans.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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



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

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



ANNEX "E" – ADDITIONAL VESSEL CONDITIONS

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



10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.

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



ANNEX “F” – LIST OF CCG SUPPLIED EQUIPMENT NOT BE SUBSTITUTED

- 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



ANNEX "G" – 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 all various applicable legislation, the legislation shall always take precedence.



ANNEX "H" CONTRACTOR'S DECLARATION

EQUIPMENT

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

2. I own a motor boat. Length _____ Beam _____ Horsepower _____

Is the vessel equipped with the minimum following electronics?

GPS Depth Sounder Other: _____

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

Name: _____ Signature: _____

EXPERIENCE

1. I have passed an accredited boating safety test and am in possession of a Pleasure Craft Operator Card as per the Competency of Operators of Pleasure Craft Regulations.

2. I have experience navigating on the Lake Winnipegosis System during all navigable conditions, i.e., low and high water.

3. Bidders **MUST** COMPLETE **Either** EXPERIENCE PART A or EXPERIENCE PART B below:

EXPERIENCE - A

I have References from similar work:

Type of work/ length of Contract: _____

Contact Person _____ Company _____
Telephone _____

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

EXPERIENCE - B

Name _____
Description of work _____

Address _____
Telephone _____

SIGNATURE

NAME

DATE