



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL/ DEMAND DE PROPOSITION

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

[MAT.DMarP3BidReceiving-  
DOMar3ReceptiondesSoumissions@forces.gc.ca](mailto:MAT.DMarP3BidReceiving-DOMar3ReceptiondesSoumissions@forces.gc.ca)

<b>Title/Titre</b> Crane-Diver Services in Support of DNPS 2	<b>Solicitation No – N° de l'invitation</b> W8482-218220/A
<b>Date of Solicitation – Date de l'invitation</b> 19 January 2021	
<b>Address Enquiries to – Adresser toutes questions à</b> <a href="mailto:MAT.DMarP3BidReceiving-DOMar3ReceptiondesSoumissions@forces.gc.ca">MAT.DMarP3BidReceiving-DOMar3ReceptiondesSoumissions@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No – N° de fax</b> N/A
<b>Destination</b> NDHQ- National Defence Headquarters 101 Colonel By Dr, Ottawa ON K1A 0K2	

#### Proposal To: National Defence 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 therefore.

#### Proposition à : Défense nationale 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 annexes jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqués.

#### Instructions:

**Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

#### Solicitation Closes – L'invitation prend fin

At – à : 2 :00 pm EST

On - le : February 3rd 2021

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
See Herein	
Vendor Name and Address - Raison sociale et adresse du fournisseur	
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 (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

Canada

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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 Contractor must perform the Work in accordance with 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 (CFTA).

### **1.5 Canadian Content**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 08, Delete sub-section 2
- c) Section 20, Delete sub-section 2.

## 2.2 Submission of Bids

- a. Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.
- b. Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

### 2.2.1 Improvement of requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder must be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 Ontario.

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (1 soft copy) via email

Section II: Financial Bid (1 soft copy) via email

Section III: Certifications (1 soft copy) via email

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 Schedule of Milestones.

#### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 SACC Manual Clauses**

#### **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**

Attachment 1 to Part 4

#### **4.1.2 Financial Evaluation**

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

### **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.

**ATTACHMENT 1 TO PART 4**  
**TECHNICAL EVALUATION CRITERIA**

**Mandatory Requirements**

<b>MT</b>	<b>MANDATORY REQUIREMENTS</b>
MT1	<p>The Contractor has (or has arrangements in place to sub-contract) the equipment and staff required to complete the work identified in their Technical Proposal.</p> <p>The Contractor's Technical Proposal must contain a statement clearly identifying the equipment and staff required to complete the work identified in the SOW. This statement must include, but is not limited to:</p> <p>1.1 Evidence of the availability of a crane barge and boats/tugs to manoeuvre barge into position (or self-propelled barge).</p> <p>1.2 Crane barge Safe Working Loads (SWL) and reach.</p> <p>1.3 Details on cable reeler to be employed (e.g. capability for forward and reverse operation).</p> <p>1.4 Identification of vessel (floating crane barge, barge and/or tug) capacity for DND (or DND contracted) personnel and/or observers.</p> <p>1.5 What aspects of the job requires divers.</p> <p>1.6 Approved moorings that need to be placed and removed.</p> <p>1.7 Rigging equipment required.</p>
MT2	<p>2.1 The Contractor must have divers on staff (or has arrangements in place to sub-contract divers) required to safely complete the work identified in the SOW.</p> <p>2.2 The Contractor's Technical Proposal must contain a statement identifying how many divers must be required to complete the work identified in the SOW.</p> <p>2.3 The Contractor's Technical Proposal must list the names of divers to be employed on this work and present their diver certification details.</p>
MT3	<p>3.1 The Contractor's Technical Proposal must contain a proposed schedule and a statement confirming the Contractors capability/availability to complete the work in accordance that schedule.</p> <p>3.2 The Contractor's Technical Proposal must provide information regarding their availability at later dates in the event the proposed schedule must be moved forward.</p>



MT4	<p>4.1 The Contractor must have knowledge of and experience obtaining Safe Diving Plan approval under the Nova Scotia Occupational Diving Regulations.</p> <p>4.2 The Contractor's Technical Proposal must identify past projects for which they have obtained Safe Diving Plan approval.</p>
MT5	<p>5.1 The Contractor must have previous experience working with sub-sea range equipment deployments.</p> <p>5.2 The Contractor must identify and describe at least one (1) project of a similar nature they have previously completed.</p>
MT6	<p>6.1 The Contractor (and sub-Contractor, if applicable) must have a minimum \$2 million liability insurance coverage.</p> <p>The Contractor's Technical Proposal must contain a certification from insurance company confirming the Contractor (and possible sub-contractor's) liability coverage.</p>

## 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.

##### 5.1.2.1 Canadian Content Certification

- 5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition
- 5.1.2.1.2 SACC Manual clause [A3065T](#) (2010-01-11) Canadian Content Definition

## 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" 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" list at the time of contract award.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.2 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources.

#### 5.2.3.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### **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**

SACC Manual clause [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract, with the following modification:

- a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

#### **6.4 Term of Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### **6.5 Authorities**

##### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_.

The Technical Authority named above 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 Technical Authority, however the Technical 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

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.

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.

### 6.7.2 Milestone Payments – Not Subject to Holdback

SACC Manual clause [H3010C](#) (2016-01-28), Milestone Payments- Not Subject to Holdback

#### 6.7.2.1 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description	Firm Amount (Excl. Tax)	Due Date
Task 1	Project Planning Meeting, Detailed Plan & Mobilization	-	TBD
Task 2	Pre-Positioning of Anchors	-	TBD
Task 3	Subsea Pedestal Preparation	-	TBD
Task 4	Deploy New Backbone Cable	-	TBD
Task 5	Sled Deployment	-	TBD
Task 6	New Sensor Install	-	TBD
Task 7	Project Completion Debrief and Demobilization	-	TBD
Task 9	Maintenance at Other Ranges	-	TBD

### 6.7.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

## 6.8 Invoicing Instructions

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

## **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 Ontario.

### **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](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_

### **6.12 Defence Contract**

*SACC Manual* clause [A9006C](#) (2012-07-16) Defence Contract

### **6.13 Canadian Forces Site Regulations**

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

### **6.14 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **6.15 Insurance – Specific Requirements**

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

## **6.16 SACC Manual Clauses**

SACC *Manual* clause [A3060C](#) (2008-05-12), Canadian Content Certification

## ANNEX A

### STATEMENT OF WORK

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## 1.0 SCOPE

### 1.1 Purpose

The purpose of this Statement of Work (SOW) is to define the scope, the deliverables, the requirements and services required by the Contractor to support DNPS 2-5 with the crane barge and diver work necessary to refurbish the Wright's Cove E-W magnetic range.

### 1.2 Background

DNPS 2-5 (with Range Staff support) provide management for various range refurbishment projects. This year's plan includes refurbishment of the sensor array and backbone cable at the Wright's Cove E-W magnetic range. To complete this refurbishment, crane barge and diver support is required to deploy subsea assets.

Background information is provided in the following Appendices:

- Appendix A – Wright's Cove E-W magnetic Range Location
- Appendix B – Sensor Array Obsolescence & Refurbishment
- Appendix C – Refurbishment Evolution
- Appendix D – Wright's Cove E-W magnetic Range Pedestal Locations
- Appendix E - Fergusons Cove N-S Pedestal Locations
- Appendix F - Wright's Cove N-S Pedestal Locations

### 1.3 List of Acronyms and Abbreviations

Abbreviation	Description
DND	Department of National Defence
DNPS	Directorate of Naval Platform Systems
FMF Staff	Fleet Maintenance Facility Staff
MSR	Magnetic Signature Range
OEM	Original Equipment Manufacturer
PSDT	Power Supply and Data Transmitter
SOW	Statement of Work
TA	Technical Authority
TIEMS	Technical Investigation, Engineering & Maintenance Support

## 1.4 Terminology

- 1.4.1 Vessel – A self-propelled boat, crane barge and tug or boat combination, or a self-propelled barge.

## 1.5 Contract Overview

This Contract will:

- 1.5.1 Provide qualified personnel responsible for the installation of the sub-sea sensor array system and all related decisions making especially during vessel and diver operations.
- 1.5.2 Provide all equipment and personnel required to complete the work described in Section 2.2, including but not limited to crane barges, tugs and boats, cable reeler, mooring clumps, anchors, etc.

## 2. REQUIREMENTS

### 2.1 Scope of Work

2.1.1 The Contractor must present the following:

2.1.1.1 A detailed plan on how the work tasks identified in Sections 2.2 will be completed. The Contractor must determine the logistics of the work including but not limited to:

- a. What aspects of the job requires divers;
- b. Approved moorings that need to be placed and removed;
- c. Reelers that need to be used for cable removal and install (if required); and
- d. Rigging equipment.

2.1.1.2 Evidence of the availability of a vessel with suitable lifting capacity, maneuverability and ability to be moored as required to complete the work described in this SOW. The Contractor must include but not limited to statements regarding:

- a. Availability of personnel to independently operate crane and vessel;
- b. Safe Working Load (SWL) limits and reach of crane;
- c. Details on the cable reeler to be used (e.g. forward & reverse control); and
- d. Mooring plans.

2.1.1.3 Availability of staff or sub-contract divers.

2.1.1.4 Safe Diving Plan as per Nova Scotia Occupational Diving Regulations.

2.1.1.5 Plan identifying the permissions and notifications required (i.e. port authority, vessel traffic control, etc.) to perform operations in the navigation channel.

## 2.2 Tasks - Work Description

The required work is divided into a number of distinct Tasks. In addition to equipment deployment maintenance work is requested under Task 8 at the Wright's Cove N-S and Fergusons Cove N-S ranges.

### 2.2.1 Task 1 – Project Planning Meeting, Detailed Plan & Mobilization

The Contractor must arrange project meetings with DND Range staff at Wright's Cove as required. As a minimum, this will include one formal meeting to present the Contractors Detailed Install Plan to complete Task 2 thru 7. The order in which Tasks are presented in this SOW is not intended to be a step by step dictation to the Contractor of how to do the job. The Contractor must use their experience to optimize the order in their Detailed Install Plan. DND is open to considering alternate methodologies proposed by the Contractor.

The Detailed Install Plan must be approved by DND before deployment work begins. The final version of the plan delivered to DND must include copies of all required documentation (i.e. Safe Diving Plan, Permissions from Harbour Authority etc.). Once the Detailed Install Plan has been approved, the Contractor must mobilize all equipment and staff required to perform the install on the agreed upon dates.

The Contractor must transport all equipment to be deployed from the DND warehouse at Wright's Cove to the Contractor's vessel or marshalling area. It should be noted that there is a height restriction at the rail tracks (overhead wires) near Wright's Cove. The Contractor is also responsible for transporting five anchors from DND facilities (in Halifax/Dartmouth, location to be determined) to Contractor's vessel or marshalling area.

Approximate weights are as follows:

- Five anchors = 2800kg (6174lb) each
- Sled preloaded with PSDT, sensors, cables and brackets = 2270kg (5000lb)
- 150m cable = 322kg (710lb)
- 200m cable = 196kg (432lb)
- 1300m cable = 2788kg (6146lb)
- 3m breakaway cables = 3kg (7lb)

Cable diameter is approximately 28.6mm (1-1/8 inch).

Bend radius is about 18 inches (460mm). This may reduce to 12 inches (305mm) where the cable armour has been stripped.

### 2.2.2 Task 2 – Pre-Positioning of Anchors

The Contractor must drop five stone clump type anchors (approximately 2800kg each), at positions predetermined by FMF Staff.

- Breakaway Cable #1 Position - two anchors connected together with shackles.
- Breakaway Cable #2 Position - two anchors connected together with shackles.
- PSDT Position – one anchor.

Contractor must take careful note of the anchor positions (GPS position) and if deemed necessary mark with buoys. During deployment of the backbone cable assembly and sled, the Contractor must make connections to these anchors.

### 2.2.3 Task 3 – Subsea Pedestal Preparation

Pedestal #4 and #15 are out of position as shown in Appendix D. The Contractor must move these pedestals back into position.

The Contractor must clean growth off the existing sub-sea pedestals. Once cleaned, the contractor must drill holes in the pedestal mounting tables if and as required for securing new sensor brackets. DND will supply a template for the new sensor brackets. The mounting tables are 40mm thick fiberglass.

### 2.2.4 Task 4 – Deploy New Backbone Cable

Contractor must deploy the new backbone cable starting at the shore conduit and ending at the PSDT location. This will include the following logical steps:

- a) FMF staff will pull the dry-end of the 200m cable through the shore conduit into the splice pit. The Contractor must ensure that sufficient cable is payed out during this operation so that no part of the cable is subject to significant strain. The main tension must come from the cable grip. DND staff will be on site for consulting purposes and to confirm that enough cable has cleared the conduit. Conduit is approximately 12 inch (305mm) diameter galvanized pipe.
- b) Contractor vessel must pay out 200m cable toward Breakaway Cable #1 position.
- c) Breakaway Cable #1 will be connected to the 200m cable end and loop back testing conducted to ensure cable integrity between splice pit and PSDT side of Breakaway Cable #1. Contractor must weave yale grips onto Breakaway #1 cable (for anchor connection).
- d) 1600m channel cable will be connected to Breakaway cable #1. Breakaway Cable #1 will be dropped to the seabed and shackled to the pre-positioned anchors.

- e) Contractor vessel must pay out 1600m channel cable toward Breakaway Cable #2 position.
- f) Breakaway Cable #2 will be connected to the end of the 1600m cable and loop back testing conducted to ensure cable integrity between splice pit and PSDT side of Breakaway Cable #2. Contractor must weave yale grips onto Breakaway #2 cable (for anchor connection).
- g) 150m range end cable will be connected to Breakaway Cable #2. Breakaway Cable #2 will be dropped to the seabed and shackled to the pre-positioned anchors.
- h) Contractor vessel must pay out 150m range cable toward the PSDT position.
- i) Deploy sled per Task 5.

Contractor must deploy the new backbone cable along the route supplied by DND. The route will consist of a series of waypoints identified by DND. For whatever reasons (i.e. multiple day deployment) the backbone must be dropped into the water prior to connection to the PSDT, the backbone cable must be marked for easy retrieval by divers.

Contractor must pay careful attention to cable tension and position during deployment. The Contractor must use the Reeler control to adjust payout speed or reel back cable as required to avoid tensioning cable or allowing cable to pass under vessel.

Any cable damage due to deployment operations will be the responsibility of the contractor. The cable must be replaced if it is not able to be repaired.

### 2.2.5 Task 5 – Sled Deployment

The Contractor must deploy the sub-sea Sled within the geographical window (calendar dates) identified by DND. The sled is preloaded with PSDT, all sensors and the cables connecting these sensors (all connections made by Omnitech staff). Figure 2.2.5-1 shows the preloaded sled at the Wright's Cove warehouse. The Contractor must:

- a) Retrieve end of the 150m range cable to the crane barge (if it had to be dropped, see Task 4).
- b) Provide access to Omnitech staff to clean, dry and connect this cable end to the PSDT. Estimate about 30 minutes for connection.
- c) Verify the cable strain relief is correct. Omnitech, will be on site to confirm adequacy of strain relief.

- d) Lower the Sled to the sea bed taking care to ensure that equipment stays attached to the Sled and the backbone cable is not damaged. The approximate weight of the Sled and equipment is 4,500-5,000lbs and the water depth is between 20 and 25m. Divers must be in the water as the Sled is lowered to prevent it from spinning and to ensure it is not dropped atop existing sub-sea assets.
- e) Ensure the Sled is within the allowable geographical window and that it is level on the bottom. Sled must be close to anchor.
- f) Ensure that the backbone cable strain relief remains intact and that any excess cable is lying flat on the sea bed, off to the side of the Sled.
- g) Install chain connecting the PSDT to the anchor.
- h) Note that during sled deployment, the PSDT will be tested at three positions:
  - i) On barge after cable connected to PSDT,
  - ii) With PSDT hanging from crane, 5m below water surface, and
  - iii) With PSDT on ocean floor before removal of lifting lines.

It is estimated that testing in each of these positions will take approximately 30 minutes.

#### **2.2.6 Task 6 – New Sensor Install**

The Contractor must install all 18 sensors, pre-assembled into mounting bracket assemblies (16 magnetic, 2 pressure) on their correct pedestal locations. Excess node cable is to be coiled, tie-wrapped and secured to phosphor bronze levelling bolts of the corresponding node pedestal. All phosphor bronze levelling bolts that have securing straps attached must be protected with a polyurethane sleeve supplied by DND.

The Contractor must deliver to DND a video showing all installed sensors, cable connections, cable strain reliefs and breakaway section anchor installations.

The three sections of pipe that were tie-wrapped to the top of the sled must be retrieved (to be returned to DND later)

**Figure 2.2.5-1: PSDT Preloaded**



### **2.2.7 Task 7 – Project Completion Debrief and Demobilization**

The Contractor must arrange a debrief meeting with DND Range Staff at Ferguson's Cove. The Contractor must present a copy of the video noted in Task 6 on DVD ROM and a brief note identifying any problems encountered or lessons learned that would be useful information for future deployments.

The Contractor must demobilize their staff and equipment.

The three sections of pipe that were tie-wrapped to the top of the sled (to hold sensor cables) must be returned to DND Range Staff at Wright's Cove.

### **2.2.8 Task 8 – Maintenance at Other Ranges**

DND has two pedestals out of place at the other Magnetic ranges in the Halifax area:

1. Pedestal #15 at the Wright's Cove N-S Range; and
2. Pedestal #15 at the Ferguson's Cove N-S Range.

Appendices E & F show the pedestal locations at these ranges and indicate the current and desired coordinates of the out of place pedestals. The Contractor must reposition these pedestals back in their correct position.

### **3. ENVIRONMENTAL REQUIREMENTS**

In order to minimize any negative effects on the marine environment, the Contractor must, wherever possible, implement the applicable mitigation measures identified below:

#### **3.1 Prevent the death of fish by:**

- 3.1.1 Avoiding killing fish by means other than fishing,
- 3.1.2 Avoiding using explosives in or near water,
- 3.1.3 Planning of in water work, undertaking or activity to respect timing windows to protect fish.

#### **3.2 Maintain riparian vegetation by:**

- 3.2.1 Maintaining an undisturbed vegetated buffer zone between areas of on-land activity and the high water mark of any water body

#### **3.3 Carry out works, undertakings and activities on land**

- 3.3.1 Avoid conducting any work, undertaking or activity in water,
- 3.3.2 Placing fill or other temporary or permanent structures below the high water mark,
- 3.3.3 Disturbing or removing materials from the banks, shoreline or waterbody bed, such as: sand, rocks, aquatic vegetation, natural wood debris.

#### **3.4 Maintain fish passage by:**

- 3.4.1 Avoiding changing flow or water level;
- 3.4.2 Avoiding obstructing or interfering with the movement and migration of fish

#### **3.5 Ensure proper sediment control by:**

- 3.5.1 Avoiding introducing sediment in the water, like: silts, clays and sands.
- 3.5.2 Developing and implementing an erosion and sediment control plan:
  - 3.5.2.1 Installing effective erosion and sediment control measures to stabilize all erodible and exposed areas.
  - 3.5.2.2 Regularly inspecting and maintaining the erosion and sediment control measures during all phases of the project.
- 3.5.3 Heeding weather advisories and scheduling work to avoid wet, windy and rainy periods that may result in high flow volumes and/ or increase erosion and sedimentation.
- 3.5.4 Regularly monitoring the watercourse for signs of sedimentation during all phases of the work, undertaking or activity and taking corrective action if required.
- 3.5.5 Using biodegradable erosion and sediment control materials whenever possible and removing all exposed non-biodegradable erosion and sediment control materials once site is stabilized.
- 3.5.6 Operating machinery on land in stable dry areas.
- 3.5.7 Stopping work and containing sediment-laden water to prevent dispersal.



### 3.5.8 Limiting the impacts to stream or shoreline banks

### 3.6 Prevent entry of deleterious substances in water by:

- 3.6.1 Avoiding depositing any deleterious substances in the watercourse.
- 3.6.2 Developing a response plan to be implemented immediately in the event of a spill of a deleterious substance.
- 3.6.3 Keeping an emergency spill kit on site.
- 3.6.4 Stopping work and containing deleterious substances to prevent dispersal.
- 3.6.5 Reporting any spills of sewage, oil, fuel or other deleterious material whether near or directly into a water body.
- 3.6.6 Ensuring clean-up measures are suitably applied so as not to result in further alteration of the bed and/or banks of the watercourse.
- 3.6.7 Cleaning up and appropriately disposing of the deleterious substances.
- 3.6.8 Planning activities near water such that materials and chemicals don't enter the watercourse, including: grout, paint, primers, degreasers, rust solvents, poured concrete, blasting abrasives, or other chemicals.
- 3.6.9 Maintaining all machinery on site in a clean condition and free of fluid leaks to prevent any deleterious substances from entering the water.
- 3.6.10 Washing, refueling and servicing machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
- 3.6.11 Disposing all waste materials (including construction, demolition, excavation, commercial logging) above the high water mark of nearby waterbodies to prevent entry.
- 3.6.12 Ensuring that building material used in a watercourse is handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish

## 4. DND SUPPORT TO CONTRACTOR

### 4.1 To aid the Contractor in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the TA:

- 4.1.1 Data and documents deemed necessary by the TA for the provision of services under this SOW, such as:
  - 4.1.1.1 Map of the range and cable layout; and
  - 4.1.1.2 Spreadsheet of waypoints for new backbone cable layout and window (calendar dates) for the sled install.
- 4.1.2 Consultation with the TA and other specialists may be arranged by the TA; and
- 4.1.3 Other information, data, and assistance available and requested by the Contractor subject to concurrence by the TA.
- 4.1.4 The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor's sole responsibility to provide all services required to perform the Contract. The Contractor personnel must be able to work independently on all aspects of the required services.

## **5. LOCATION FOR PROVISION OF REQUIRED SERVICES**

- 5.1** All services must be provided on-site and off-site at the Wright's Cove E-W Magnetic Signature Range location, pedestal locations mentioned above as well as Contractor vessel.
- 5.2** The Contractor must provide access to DND staff and to the OEM staff to the vessel during the deployment as and when requested all throughout the installation.
- 5.3** The Contractor must provide access to DND staff to any site used to store DND equipment (e.g. conduit, cables, sensors etc.).

## **6. CONTRACTOR MANAGEMENT OF THE CONTRACT**

- 6.1** The Contractor must actively participate in the overall management of all activities related to this SOW and be directly responsible for the supervision and coordination of the efforts of its personnel in order to minimize the effort required by DND to manage the requirement.
- 6.2** The Contractor must ensure all work produced under this Contract is complete, accurate, and adheres to all relevant safety and environmental regulations, rules, and good practices.
- 6.3** The Contractor must perform version control.
- 6.4** The Contractor must ensure that any equipment (subsea cable, sleds, anchors etc.) being deployed does not result in damage to existing assets already on the seabed. Divers must inspect the landing areas prior to deployment. There may be subsea cables in the vicinity of where the cable and sensor array are to be deployed.

## **7. TECHNICAL AUTHORITY**

- 7.1** The TA for this requirement will be the primary point of contact for Contractor personnel and the TA will be identified within the Contract award document.
- 7.2** Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority

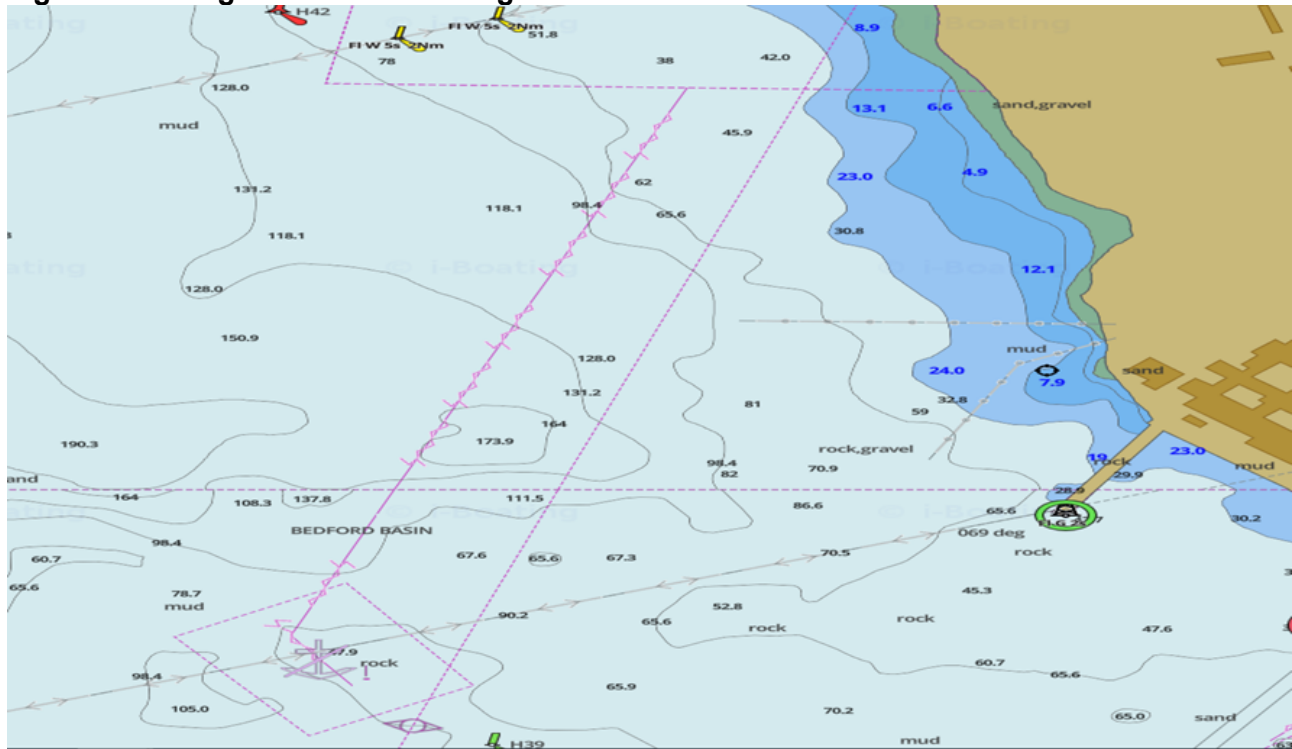
## APPENDICES

### APPENDIX A

#### DND Wright's Cove E-W Magnetic Signature Range Location

DND operates an East-West (E-W) magnetic signature range in Wright's Cove, Halifax, Nova Scotia. This range consists of an underwater array of sensors approximately, 460m offshore (closest point) in about 17.5m water depth. Figure A.1-1 shows the array location. The range building is about 1,200m from the array and adjacent to the shore. A conduit of approximately 30m length runs from the range building into the sea as shown in Figure A.1-2.

Figure A-1: Wright's Cove E-W Range Location



**Figure A-2: Wright's Cove Conduit**



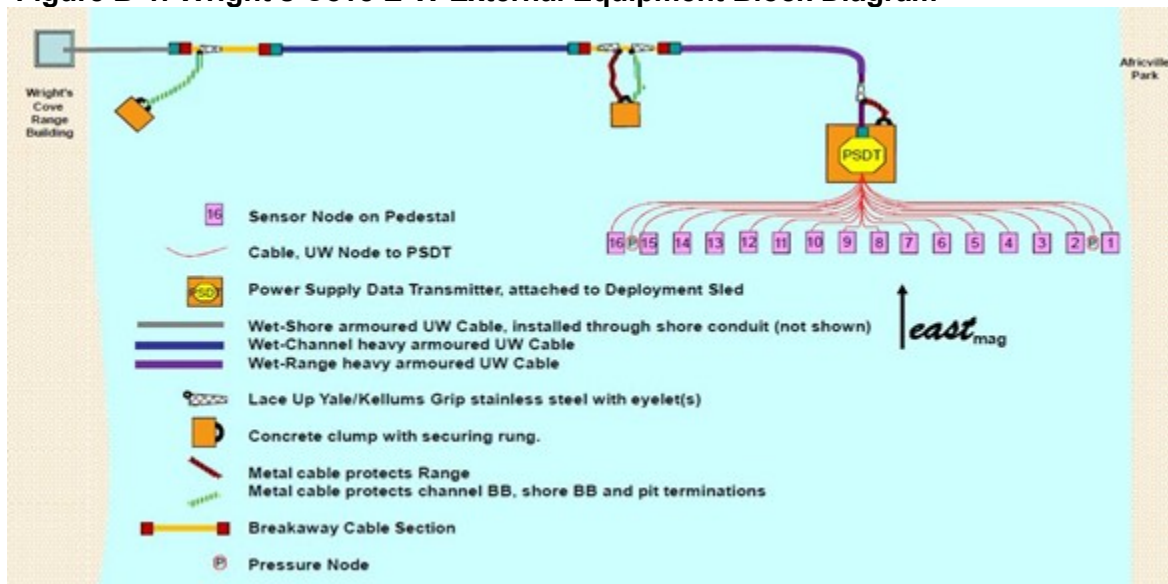
## APPENDIX B

### Sensor Array Obsolescence & Refurbishment

The existing sensor array at Wright's Cove E-W is a legacy analogue system (search coils) that is obsolete and only partially functional (6 of 48 coils working). There is a need to replace this array with modern digital technology. This will include (i) new internal electronics (sensor data processing) in the range building and (ii) new external cabling and underwater sensor array.

The external system has been designed and evaluated by DNPS 2-5 and DRDC in association with Omnittech Electronics Inc. Figure B-1 show a block diagram of the external equipment, Table B-1 lists key components.

**Figure B-1: Wright's Cove E-W External Equipment Block Diagram**



**Table B-1 – Wright’s Cove E-W External Equipment Components**

Qty	Description	NSN	Notes
<b>Contract W8482-195726/001/QE</b>			
17	Digital Magnetic Range Sensor Node (incl. 1 spare)	P6625-20-A0G-3840	
1	Wet Range Cable, 150m Armoured, M-F	6150-20-011-3858	
1	Wet Shallow Cable, 150m, Unarmoured, none-F	6150-20-011-3858	
1	Wet Channel Cable, 1300m, Armoured, M-F	6150-20-011-3854	
3	Breakaway Link, 700kg Break Strength, 2m, M-F	6150-20-011-3860	1 spare
1	Underwater Power Supply Data Transmitter (PSDT)	6625-20-007-7151	
1	Range Array Interface Unit	5859-20-008-8915	
4	Pressure Sensor Cable, 120m	6150-20-008-6119	2 spare
10	Magnetometer Cable, 80m	6150-20-008-6124	2 spare
10	Magnetometer Cable, 120m	6150-20-008-6123	2 spare
20	Mounting adapter for mangnetometer on pedestal	5930-20-009-3182	4 spare
4	Mounting adapter for pressure sensor	5930-20-A0M-6963	2 spare
<b>To be purchased by</b>			
2	Pressure Sensor	6685-01-631-1545	May not be needed.
5	Rock Anchors	N/A	NETE to fabricate
1	Stainless Steel Sled	N/A	Contract Fabrication

## APPENDIX C

### Refurbishment Evolution

Evolution of the Wright's Cove magnetic range refurbishment involves a number of distinct steps. Most of these steps are common to all the DND magnetic range deployments. However, there may be minor differences related to geography, seabed mounting, and distance from shore and cable lengths. The common steps are as follows:

- a) Pedestal Preparations: Diver inspection of sub-sea pedestals, log exact position of pedestal, remove old solenoid coils, enclosures and cabling. Cleaning of the pedestals and preparing (e.g. drilling, levelling) pedestal tables as required.
- b) System Inspection: Inspect and update system components as required. This should include:
  - Check all components necessary for deployment are present.
  - Inspect all for physical damage.
  - Ensure all electronic components have latest firmware.
- c) Pre-Deployment Trial: Shore side, the OEM will perform a dry assembly and testing the system (all components connected) to ensure that the fully assembled system is fully functional and operating as designed.
- d) Dry-End Install: Preparation of facility for dry end installation (e.g. remove old cables from conduit, prepare tools and grips). Install required range building components such as Junction Panel, Array Interfaces and other ancillary items.
- e) Wet-End Install: Crane barge and diver operations to lay the main backbone cable assembly. Cable dry end taken from spool on barge and pulled through conduit into the range building. Cable integrity check for every cable section added if applicable. Barge pays cable out as it heads towards the subsea deployment sled position, following a pre-planned route. Cable wet end connection to PSDT is made by OEM staff. The deployment sled, complete with Power Supply and Data Transmitter (PSDT), 16 digital magnetometers and two pressure sensors, are lowered to a stable predefined position. System/cable checks are conducted at three points:
  - iv) On barge after cable connected to PSDT,
  - v) With PSDT hanging from crane, 5m below water surface, and
  - vi) With PSDT on ocean floor before removal of lifting lines.

For cable assemblies with breakaway sections, there may be intermediate steps (e.g. make connections, lower and secure breakaway section to anchors etc.). Depending on

location and equipment availability, anchors may be pre-positioned on seabed before cable deployment.

- f) Final Connections: Hook-up of dry backbone cable end to receiving equipment and power supply in the range building. Initial power-on and system checks. Leave system for 24 hours and re-check.
- g) Sensors Install: Recover Sensors/Pigtails assembly from Sled and installed on appropriate pedestals by divers. Test each sensor once in final position.
- h) Post-deployment Trial: OEM to perform all final system functionality tests and characterization (commissioning).
- i) Wet-End Removal: If required, second crane barge event to remove the old remaining components such as backbone cable and sensors.

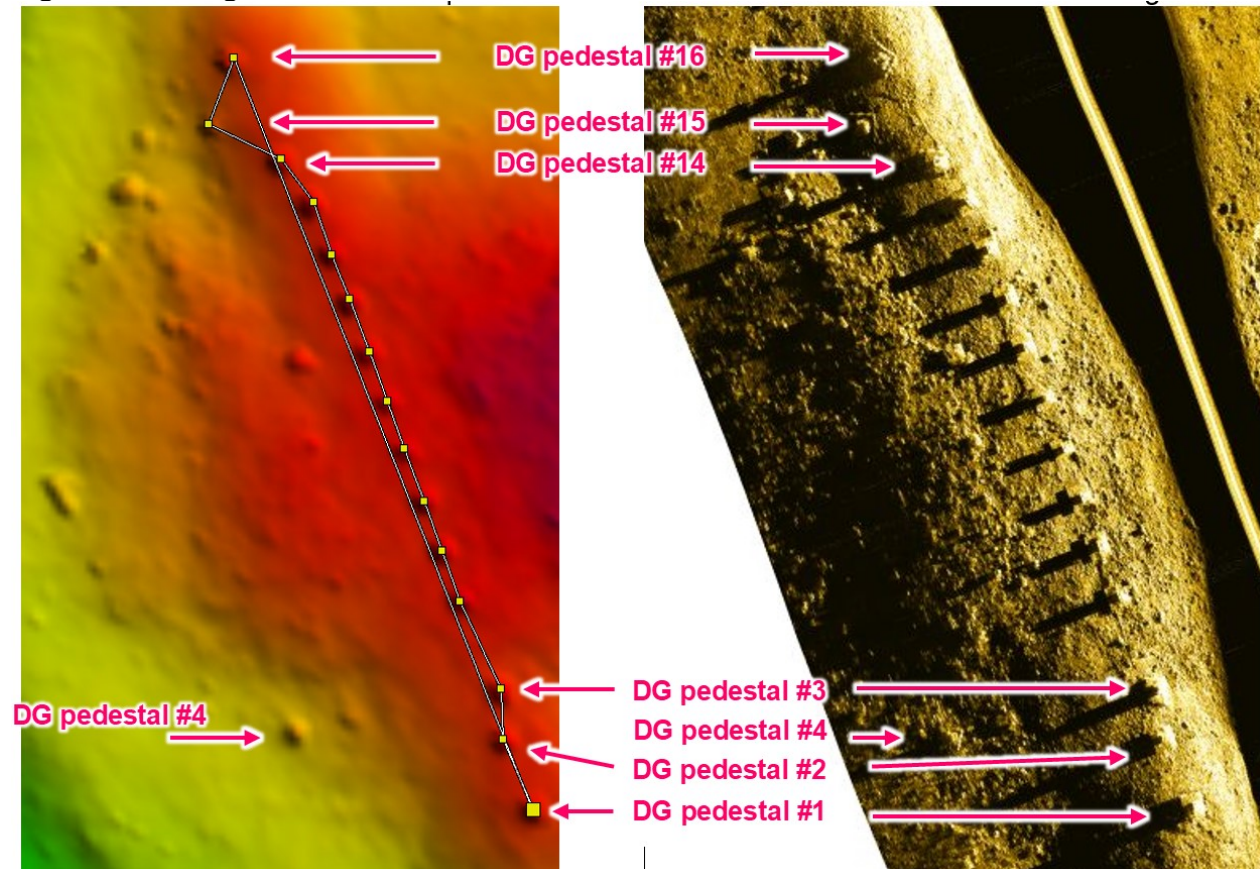


## APPENDIX D

### Wright's Cove E-W Pedestal Locations

Figure D-1 below shows side-scan conar imagery of the Wright's Cove pedestals. Note that Pedestal #4 and #15 are out of position.

Figure D-1: Wright's Cove E-W Pedestals



## APPENDIX E - Fergusons Cove N-S Pedestal Locations

Figure E-1 show the pedestals positions at the Ferguson's Cove N-S. Pedestal #15 is out of position by about 14.9m.

### Figure E-1: Ferguson's Cove N-S Pedestals Locations & Imagery

#### FERGUSON'S COVE N-S : Pedestal Locations

Pedestal Number	Lat. [deg]	Long. [deg]	X [m]	Y [m]
1	44.607138	-63.541798	-22.559	216.581
2	44.607118	-63.541872	-28.451	214.358
3	44.607098	-63.541954	-34.961	212.136
4	44.607074	-63.542032	-41.153	209.469
5	44.607052	-63.542117	-47.900	207.024
6	44.607031	-63.542194	-54.013	204.691
7	44.607008	-63.542277	-60.602	202.135
8	44.606985	-63.542356	-66.873	199.579
9	44.606964	-63.542436	-73.224	197.245
10	44.606943	-63.542516	-79.575	194.912
11	44.606920	-63.542597	-86.005	192.356
12	44.606901	-63.542679	-92.514	190.222
13	44.606877	-63.542762	-99.103	187.577
14	44.606856	-63.542845	-105.692	185.244
15	44.606734	-63.542801	-102.199	171.687
16	44.606812	-63.543008	-118.632	180.354

#### Move Pedestal #15

From =	44.606734	-63.542801	-102.199	171.687
To Here =	44.606834	-63.542927	-112.162	182.799
Delta =			-9.963	11.112
Distance [m] =			14.924	

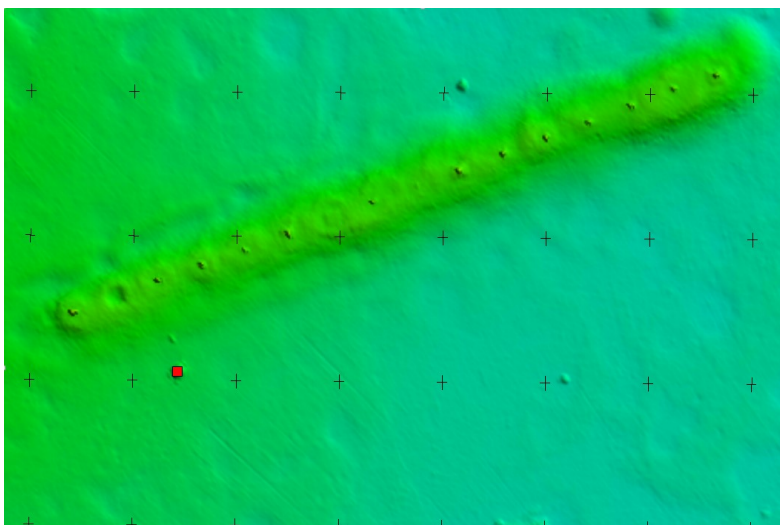
#### Notes:

Positions updated Jan 6 2020 from data received from DFO in late 2019.

Center of range is based on mid-point of 8 and 9 of DFO/2019 survey.

Coordinates are in WGS84

Data provided by Trevor Kolesar (FMF Ranges).



## APPENDIX F - Wright's Cove N-S Pedestal Locations

Figure F-1 show the pedestals positions at the Ferguson's Cove N-S  
Pedestal #15 is out of position by about 2.6m.

**Figure F-1: Wright's Cove N-S Pedestals Locations & Imagery**

### WRIGHT'S COVE N-S : Pedestal Locations

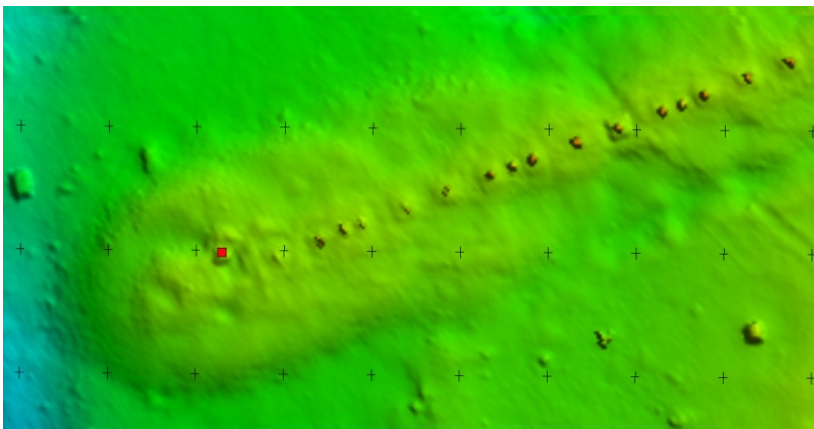
Pedestal Number	Lat. [deg]	Long. [deg]	X [m]	Y [m]
1	44.688854	-63.620309	32.145	12.279
2	44.688839	-63.620363	27.864	10.613
3	44.688825	-63.620412	23.980	9.057
4	44.688809	-63.620473	19.144	7.279
5	44.688796	-63.620523	15.181	5.834
6	44.688779	-63.620583	10.424	3.925
7	44.688766	-63.620631	6.619	2.500
8	44.688750	-63.620690	1.942	0.722
9	44.688737	-63.620739	-1.942	-0.722
10	44.688721	-63.620796	-6.461	-2.500
11	44.688704	-63.620852	-10.900	-4.389
12	44.688690	-63.620904	-15.022	-5.945
13	44.688677	-63.620952	-18.827	-7.390
14	44.688665	-63.621003	-22.870	-8.723
15	44.688672	-63.621069	-28.102	-7.945
16	44.688635	-63.621115	-31.717	-12.063

### Move Pedestal #15

From =	44.688672	-63.621069	-28.102	-7.945
To Here =	44.688665	-63.621059	-27.294	-10.393
		Delta =	0.808	-2.448
		Distance [m] =	2.578	

### Notes:

Positions updated Jan 6 2020 from data received from DFO in late 2019.  
Center of range is based on mid-point of 8 and 9 of DFO/2019 survey.  
Coordinates are in WGS84  
Data provided by Trevor Kolesar (FMF Ranges).



Solicitation No. - N° de l'invitation

W8482-218220/A

Client Ref. No. - N° de réf. du client

W8482-218220

Amd. No. - N° de la modif.

File No. - N° du dossier

W8482-218220

Buyer ID - Id de l'acheteur

8715100

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX B to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

## ANNEX C INSURANCE REQUIREMENTS

### G2001C (2018-06-21) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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 should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. 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.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

### **G5003C (2018-06-21) Marine Liability Insurance**

1. The Contractor must obtain protection and indemnity 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 subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
  - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defense 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. Cross liability and 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](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,*

*Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

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